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**Vol. I**  
**TRANSCRIPT OF RECORD**

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**Supreme Court of the United States**

**OCTOBER TERM, 1940**

**No. 73.**

**H. J. HEINZ COMPANY, PETITIONER,**

**vs.**

**NATIONAL LABOR RELATIONS BOARD**

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**ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT  
OF APPEALS FOR THE SIXTH CIRCUIT**

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**PETITION FOR CERTIORARI FILED MAY 2, 1940.**

**CERTIORARI GRANTED JUNE 2, 1940.**



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OCTOBER TERM, 1940

No. 73

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NATIONAL LABOR RELATIONS BOARD

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT  
OF APPEALS FOR THE SIXTH CIRCUIT

VOL. I

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[fol. 1]

**IN UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

No. 8187

H. J. HEINZ COMPANY, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD, Respondent

CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD—  
Filed March 2, 1939

The National Labor Relations Board, by its Secretary, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board, Series 1, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled "In the Matter of H. J. Heinz Company and Canning and Pickle Workers, Local Union No. 325, affiliated with Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor," the same being Case No. C-304 before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

1. Charge filed by Canning & Pickle Workers Organization No. 325, and verified May 27, 1937.

2. Amended charge filed by said organization, verified October 4, 1937.

3. Complaint and notice of hearing issued by the National Labor Relations Board on October 26, 1937.

4. Respondent's answer verified November 6, 1937.

5. Certified copy of order designating J. Raymond Walsh, Trial Examiner, dated November 13, 1937.

Documents listed hereinabove under items 1-5, inclusive, [fol. 2] are contained in the exhibits and included under the following item:

6. Stenographic transcript of testimony before J. Raymond Walsh, Trial Examiner for the National Labor Relations Board, on November 15, 16, 17, 18, 22, 23, 24, and 26, 1937, including all exhibits introduced in evidence.
7. Copy of order transferring proceeding to National Labor Relations Board, dated December 1, 1937.
8. Copy of decision, findings of fact, conclusions of law, and order of the National Labor Relations Board issued April 9, 1938, together with affidavit of service and United States Post Office return receipts thereof.
9. Copy of notice of intention to vacate, dated May 7, 1938, together with affidavit of service, and United States Post Office return receipts thereof.
10. Copy of respondent's answer and objection to notice of intention to vacate, dated May 13, 1938.
11. Copy of order, dated May 13, 1938, setting aside order of the National Labor Relations Board, together with affidavit of service and United States Post Office return receipts thereof.
12. Copy of order directing issuance, and proposed findings of fact, conclusions of law and order, issued July 13, 1938, together with affidavit of service.
13. Copy of respondent's exceptions to proposed findings, conclusions and order.
14. Respondent's petition for oral argument.
15. Copy of notice of hearing for purpose of oral argument, dated August 9, 1938, together with affidavit of service and United States Post Office return receipts thereof.
16. Copy of letter, dated August 19, 1938, stating that argument had been postponed by agreement of counsel.
17. Copy of notice of hearing for purpose of oral argument, dated September 23, 1938, together with affidavit of service and United States Post Office return receipts thereof.
18. Copy of list of appearances at oral argument held October, 20, 1938.



19. Copy of decision, findings of fact, conclusions of law, and order of the National Labor Relations Board issued January 5, 1939, together with affidavit of service and [fol. 3] United States Post Office return receipts thereof.

In Testimony Whereof, the Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board, in the City of Washington, District of Columbia, this seventeenth day of February, 1939.

Nathan Witt, Secretary, National Labor Relations Board. (Seal.)

[fol. 4] BEFORE THE NATIONAL LABOR RELATIONS BOARD,  
SIXTH REGION

Case No. VI-C-81

In the Matter of H. J. HEINZ COMPANY

and

CANNING & PICKLE WORKERS ORGANIZATION No. 325, Affiliated  
with A. F. of L.

#### CHARGE

Pursuant to Section 10(b) of the National Labor Relations Act, the undersigned hereby charges that H. J. Heinz Company, Pittsburgh, Pennsylvania, has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subsections (1) and (2) of said Act, in that

The said H. J. Heinz Company, through its officers and agents,

(1) by its actions hereinafter set forth, and otherwise, has interfered with, restrained and coerced, and is interfering with, restraining and coercing the employees of the said H. J. Heinz Company in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, which rights are guaranteed in Section 7 of the National Labor Relations Act, and

(2) has dominated and interfered with and is dominating and interfering with the formation and administration of the Heinz Employees Association in its Pittsburgh plant. Said domination and interference consists of acts restricting the employees freedom of expression, freedom of choice of the form or character of representation, forcing upon the employees the continuation of the said Heinz Employees Association, maintaining control and domination over the [fol. 5] procedure of administration of the said Heinz Employees Association, and many other acts not hereinbefore specifically set forth, and

(3) has contributed and is contributing financial and other support to the said Heinz Employees Association by defraying the expenses necessary for the administration thereof, by paying representatives for the time spent in connection therewith, by paying the obligations of the Association and by various and sundry other methods not hereinbefore specifically set forth.

The undersigned further charges that said unfair labor practices and unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the name and official position of the person acting for the organization.)

Frank Kracik, Representative, Canning & Pickle Workers Organization No. 325, 922 East Ohio Street, N. S., Pittsburgh, Pa.

Subscribed and sworn to before me this 27th day of May, 1937. Ernest C. Dunbar, Regional Director.

[fol. 6] BEFORE NATIONAL LABOR RELATIONS BOARD

AMENDED CHARGE—Case No. VI-C-81—Filed October 4, 1937

Pursuant to Section 10(b) of the National Labor Relations Act, the undersigned hereby charges that H. J. Heinz Company, Pittsburgh, Pennsylvania, has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subsections (1) and (5) of said Act, in that

The said H. J. Heinz Company, in spite of the fact that the Canning and Pickle Workers Organization No. 325, affi-

liated with the American Federation of Labor, was chosen as the exclusive bargaining agency by the employees of said company at an election June 8, 1937, conducted by the Sixth Region of the National Labor Relations Board, refused and has continued to refuse since said election to bargain collectively in good faith as contemplated by the National Labor Relations Act with representatives of the said Canning and Pickle Workers Organization No. 325, and by so refusing and continuing to refuse to bargain collectively in good faith, has violated and still is violating Section 8, subsections (1) and (5) of the National Labor Relations Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the name and official position of the person acting for the organization.)

Anthony Tasker, Canning & Pickle Workers Local  
No. 325, A. F. of L., 922 East Ohio Street, N. S.,  
Pittsburgh, Pa.

Subscribed and sworn to before me, this 4th day of  
October, 1937. Charles T. Douds, Acting Regional  
Director.

[fol. 7] BEFORE NATIONAL LABOR RELATIONS BOARD

#### COMPLAINT

Board Exhibit No. 1

Case No. VI-C-31—Filed November 15, 1937

It having been charged by Canning and Pickle Workers Organization No. 325, 922 East Ohio Street, Pittsburgh, Pennsylvania, hereinafter called the union, that H. J. Heinz Company, hereinafter called the respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act approved July 5, 1935, the National Labor Relations Board, by the Acting Regional Director



for the Sixth Region, as agent for the National Labor Relations Board designated by the National Labor Relations Board Rules and Regulations, Series 1, as amended, Article IV, Section 1, hereby alleges the following:

1. Respondent, originally founded in 1869, is and has been since July 27, 1905, a corporation organized and existing by virtue of the laws of the Commonwealth of Pennsylvania; and is now and has continuously been engaged in the production, sale, and distribution of food products at its places of business throughout the United States and foreign countries, one of said places of business being in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, and hereinafter referred to as the "Pittsburgh Plant".

2. Respondent, in the course and conduct of its business, causes and has continuously caused a substantial part of the raw materials used in the manufacture of its products to be purchased and transported in interstate and foreign commerce from and through states of the United States, other than the Commonwealth of Pennsylvania, and from foreign countries, to the "Pittsburgh Plant" in the Commonwealth of Pennsylvania, and causes and has continuously caused the products manufactured by it to be sold and transported in interstate and foreign commerce from the "Pittsburgh Plant" in the Commonwealth of Pennsylvania, to, into, and through states of the United States, other than the Commonwealth of Pennsylvania, and to, into, and through foreign countries.

3. Canning and Pickle Workers' Organization No. 325 is a labor organization as defined in Section 2, subdivision (5), of the said Act.

4. All of the employees at the "Pittsburgh Plant" of the respondent, excluding foremen, assistant foremen, salaried [fol. 8] employees, office help, and outside truck drivers, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the said Act, in order to insure to employees the full benefit of their rights to self-organization and to collective bargaining and otherwise to effectuate the policies of the said Act.

5. On June 8, 1937, pursuant to a "Memorandum of Understanding", a secret ballot was conducted by the Re-

gional Director of the Sixth Region of the National Labor Relations Board, among the employees in the unit set forth in paragraph 4 above, and at said secret ballot a majority of the employees participating in said ballot designated the union as their representative for the purpose of collective bargaining with respondent. At all times since said secret ballot, the union has, by virtue of Section 9(a) of the said Act, been the exclusive representative of all employees in said unit for the purpose of collective bargaining with respondent with respect to rates of pay, wages, hours of employment, and other working conditions.

6. On or about June 10, 1937, following said secret ballot, and thereafter, respondent met with the representatives of the union for the purpose of discussing rates of pay, wages, hours of employment, and other conditions of employment. Meetings were adjourned from time to time but respondent, by its actions and attitude, showed it had no real intention to bargain collectively in good faith with the duly authorized representatives of the union.

7. The said acts of respondent, and each of them, set forth in paragraph 6 above, and other acts, constitute unfair labor practices within the meaning of Section 8, subdivision (5) of said Act.

8. Respondent, by its officers and agents, did, during the month of April and May, 1937, and thereafter, cause to be put in force and effect at its "Pittsburgh Plant", a plan of employee representation for the purpose of collective bargaining through an association formulated and worked out by the directors, officers, and agents of the respondent, or under its supervision, and known as the "Heinz Employees' Association" (hereinafter referred to as the "Association"). Said "Association" was designed and intended by the respondent to defeat, impair, and prevent the self-organization of the employees of the respondent. Respondent, at or about the time when it caused the said "Association" to become operative, did, through its officers and agents, openly, publicly, and notoriously express its antagonism in opposition to the formation and/or recognition of other forms of employee organization. Respondent, by its open, notorious, and expressed opposition to other forms of employee organization, and by other acts, and its open, notorious, and expressed support of the formation and

adoption of the "Association", and by other acts, dominated and controlled the formation of said "Association".

9. Respondent, by its officers and agents, while operating at its "Pittsburgh Plant", as described above, has since April, 1937, and thereafter down to and including the date of the issuance of this complaint, fostered, encouraged, sponsored, dominated, and interfered with the enlistment of membership in, and administration of said "Association", and contribute financial and other support to it.

10. By said acts of the respondent, and each of them, set forth in paragraphs 8 and 9 above, and by other acts, the respondent did dominate and interfere with the formation and administration of a labor organization, and did support said labor organization and by said acts and each of them, and by other acts, did engage in and is engaging in unfair labor practices within the meaning of Section 8, sub-division (2) of the said Act.

11. By the aforementioned acts and each of them set forth in paragraphs 6, 8, and 9, above, and by other acts, the respondent did interfere with, restrain, and coerce, and is interfering with, restraining, and coercing its employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, and by all of said acts, and by each of them, and by other acts, did engage in and is engaging in unfair labor practices within the meaning of Section 8, sub-division (1) of said Act.

12. The activities of the respondent set forth in paragraphs 6, 8, and 9, above, occurring in connection with the operations of respondent described in paragraphs 1 and 2 above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states and foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

13. The aforesaid actions of the respondent set forth in [fol. 10] paragraphs 6, 7, 8, 9, 10, 11, and 12, constitute unfair labor practices affecting commerce within the meaning of Section 8, sub-divisions (1), (2), and (5), and Section 2, sub-divisions (6) and (7) of said Act.

Wherefore, the National Labor Relations Board on this 26th day of October, 1937, issues its complaint against H. J. Heinz Company, respondent herein.



BEFORE NATIONAL LABOR RELATIONS BOARD

NOTICE OF HEARING

Please Take Notice that on the 15th day of November, 1937, at 10 o'clock in the forenoon, in Courtroom No. 4, Sixth Floor, New Federal Building, Pittsburgh, Pennsylvania, a hearing will be conducted before the National Labor Relations Board by a Trial Examiner to be designated by it in accordance with said Rules and Regulations, Series 1, as amended, Article IV, Section 3, and Article II, Section 22, on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear, in person or otherwise, and give testimony:

You are further notified that you have the right to file with the Acting Regional Director for the Sixth Region, with offices at 1030 New Post Office Building, Pittsburgh, Pennsylvania, acting in this matter as the agent of the National Labor Relations Board, an answer to the attached Complaint on or before the first day of November, 1937.

Enclosed herewith for your information, is a copy of the Rules and Regulations, Series 1, as amended, made and Published by the National Labor Relations Board, pursuant to authority granted in the National Labor Relations Act. Your attention is particularly directed to Article II of said Rules and Regulations.

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Acting Regional Director of the Sixth Region, on the 26th day of October, 1937.

Charles T. Douds, Acting Regional Director, Sixth Region.

[fol. 11] BEFORE NATIONAL LABOR RELATIONS BOARD

AFFIDAVIT OF SERVICE

Board Exhibit No. 1

Case No. VI-C-81—Filed November 15, 1937

Alma E. Pike, Stenographer, Sixth Region being duly sworn, deposes and says that on the 26th of October, 1937, as agent for the National Labor Relations Board, she served upon the Heinz Employees Association, an interested party



in the above-entitled matter, by sending on that date to I. C. Bennett, President, Heinz Employees Association, R. D. No. 6, Box 736-H, Mt. Oliver Post Office, Pittsburgh, Pennsylvania, by postpaid registered mail a copy of the Complaint and Notice of Hearing in the above-entitled matter, dated October 26, 1937; and deponent further states that thereafter she received from the United States Post Office a return delivery receipt therefor, dated October 30, 1937, and numbered 12590, which return receipt is attached hereto and made a part hereof.

Alma E. Pike.

Subscribed and sworn to before me this first day of November, 1937. Charles T. Douds, Acting Regional Director.

#### Return Receipt

Registered Mail.

(Receipt for registered article No. 12590 omitted.)

(Original return receipt signed by Mr. C. I. Bennett, President, Heinz Employees Association omitted.)

[fol. 12] BEFORE NATIONAL LABOR RELATIONS BOARD

#### AFFIDAVIT OF SERVICE

Board Exhibit No. 1:

Case No. VI-C-81—Filed November 15, 1937

Alma E. Pike, Stenographer, Sixth Region, being duly sworn, deposes and says that on the 26th of October, 1937, as agent for the National Labor Relations Board, she served upon the H. J. Heinz Company, respondent in the above entitled matter, by sending on that date to H. J. Heinz Company, Progress Street, N. S., Pittsburgh, Pennsylvania, by postpaid registered mail a copy of the Complaint and Notice of Hearing in the above-entitled matter, dated October 26, 1937; and deponent further states that thereafter she received from the United States Post Office a return delivery receipt therefor, dated October 27, 1937, and numbered

12591, which return receipt is attached hereto and made a part hereof.

Alma E. Pike.

Subscribed and sworn to before me this first day of November, 1937. Charles T. Douds, Acting Regional Director.

### Return Receipt

Registered Mail.

(Receipt for registered article No. 12591 omitted.)

(Original return receipt signed by A. Brooks, agent of H. J. Heinz Co. omitted.)

[fol. 13] BEFORE NATIONAL LABOR RELATIONS BOARD

ANSWER OF THE RESPONDENT, H. J. HEINZ COMPANY

Board Exhibit No. 1

Case No. VI-C-81—Filed November 15, 1937.

Now comes H. J. Heinz Company, the respondent above named, and, saving and reserving unto itself its constitutional rights and its rights to object to the sufficiency and form of the Complaint herein, and to the charges upon which said Complaint is based, for its answer to said Complaint, respectfully shows and alleges:

With respect to the preliminary recitals of said Complaint, the respondent denies that it has engaged in or is engaging in any unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, or otherwise, and denies that the National Labor Relations Board has any authority to issue any complaint against the respondent.

1. The respondent admits the allegations of paragraph 1 of the Complaint.

2. For its answer to paragraph 2 of the Complaint, the respondent denies the allegations thereof as they are therein stated. The respondent, however, admits that a substantial portion of the raw materials used in the manufacture of

its products is purchased from suppliers situated in states other than the Commonwealth of Pennsylvania and in foreign countries, and that such portion of such raw materials is transported, with small exceptions, by independent carriers to the respondent's Pittsburgh plant in the Commonwealth of Pennsylvania from and through states of the United States, other than the Commonwealth of Pennsylvania.

The respondent also admits that a substantial portion of the products manufactured by it is sold to purchasers situated in states other than the Commonwealth of Pennsylvania and in foreign countries, and that such portion is transported, with small exceptions, by independent carriers from the respondent's Pittsburgh plant in the Commonwealth of Pennsylvania to, into and through states of the United States, other than the Commonwealth of Pennsylvania, and to, into and through foreign countries.

The respondent denies each and every other allegation of said paragraph 2, not hereinbefore specifically admitted.

3. For its answer to paragraph 3 of the Complaint, respondent is advised by its counsel, believes and therefore avers that said paragraph is a statement of a conclusion of law and therefore requires no answer. The respondent further says that it has no exact knowledge as to the nature, constitution or activities of the "Canning and Pickle Workers Organization No. 325" therein referred to, and if such facts be deemed material, the respondent demands strict proof thereof.

4. For its answer to paragraph 4 of the Complaint, the respondent is advised by its counsel, believes and therefore avers that the allegations of said paragraph are statements of conclusions of law and therefore require no answer. The respondent further says that in so far as said paragraph may contain allegations or inferences of fact, the respondent, upon information and belief, denies each and every one thereof.

5. For its answer to paragraph 5 of the Complaint, the respondent admits that, on June 8, 1937, a secret ballot was conducted by the Regional Director of the Sixth Region of the National Labor Relations Board, among the employees in the unit described in paragraph 4 of said Complaint, and that following said ballot, the National Labor Relations

Board, acting through its Regional Director as aforesaid, certified that a majority of the employees participating therein had cast ballots designating the Union as their representative for the purpose of collective bargaining with the respondent, but respondent does not admit thereby that said unit is or was a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act or otherwise.

With respect to the second sentence of said paragraph 5, the respondent is advised by counsel, believes and therefore avers, that said sentence is a statement of a conclusion of law and therefore requires no answer, but in so far as said sentence may contain allegations or inferences of fact, the respondent, upon information and belief, denies each and every one thereof.

8. For its answer to paragraph 6 of the Complaint, the respondent admits the allegations set forth in the first sentence thereof.

[fol. 15] With respect to the second sentence of said paragraph 6, the respondent denies each and every allegation thereof, and specifically denies that the respondent, by its actions or attitude or otherwise, showed it had no real intention to bargain collectively and specifically denies that it did refuse or continue to refuse to bargain collectively in good faith with the duly authorized representatives of the Union. On the contrary, the respondent avers that it has, on many occasions, met with officers and representatives of the Union to discuss subjects of collective bargaining, and has at all times endeavored, and is endeavoring, in good faith to bargain collectively with said officers and representatives of said Union with respect to rates of pay, wages, hours of employment and other conditions of employment; and the respondent further avers that it has at all times fully and faithfully observed and performed any and all obligations which it may have to bargain collectively with its employees and their lawful representatives.

Further answering the averments of said paragraph 6, the respondent avers that the officers and representatives of the Union therein named have on several occasions made excessive and improper demands of the respondent and have used improper tactics during their negotiations with the respondent, thereby hindering and impeding the course of collective bargaining between said Union and the re-



spondent. But despite these acts of said officers and representatives, the respondent has at all times made every reasonable effort to bargain collectively with said Union in a fair and amicable manner.

7. For its answer to paragraph 7 of the Complaint, the respondent denies each and every allegation thereof, and specifically denies that it has committed any of the acts therein described, denies that any of its acts or activities constitute unfair labor practices within the meaning of the National Labor Relations Act, and denies that it has committed or is committing any unfair labor practices within the meaning of said Act.

8. For its answer to paragraph 8 of the Complaint, the respondent denies each and every allegation thereof.

With respect to the first sentence of said paragraph 8, the respondent specifically denies that it, by its officers or agents or otherwise, did, during the months of April and May, 1937, or at any other time, cause to be put in force and effect, at its Pittsburgh plant or elsewhere, a plan of [fol. 16] employee representation for the purpose of collective bargaining through an association formulated or worked out by any of the directors, officers or agents of the respondent, or under its supervision, or otherwise, and denies that the "Association" described in said paragraph, or any other association of similar character, was or is formulated or worked out by any of the directors, officers or agents of respondent or under its supervision.

With respect to the second sentence of said paragraph 8, the respondent specifically denies that the "Association" therein described was designed or intended by the respondent to defeat, impair or prevent the self organization of the employees of the respondent.

With respect to the third sentence of said paragraph, respondent denies that it caused the "Association" therein named to become operative, and denies that it at any time did, through its officers or agents, or otherwise, openly, publicly or notoriously express its antagonism in opposition to the formation or recognition of other forms of employee organization.

With respect to the fourth sentence of said paragraph, the respondent denies that it has at any time dominated or controlled the formation of said "Association", by any of the means therein set forth or otherwise, denies that it has

committed or is committing any of the acts therein described, and denies that it has in any way opposed or expressed its opposition to other forms of employee organization, or supported or expressed its support of the formation or adoption of said "Association".

9. For its answer to paragraph 9 of the Complaint, the respondent denies each and every allegation thereof. The respondent specifically denies that it has, since April, 1937, or thereafter, or at any other time, fostered, encouraged, sponsored, dominated or interfered with the enlistment or membership in, or administration of, the association, and denies that it has contributed financial or other support to it, and denies that it did or continues to foster, encourage, sponsor, dominate or interfere with the enlistment or membership in or administration of said "Association", or contribute financial or other support to it.

10. For its answer to paragraph 10 of the Complaint, the respondent denies each and every allegation thereof. The respondent specifically denies that it has committed or is [fol. 17] committing any of the acts therein described, denies that it did dominate or interfere with the formation or administration of a labor organization, denies that it did support said labor organization and denies that it did engage in or is engaging in unfair labor practices within the meaning of the National Labor Relations Act or otherwise.

11. For its answer to paragraph 11 of the Complaint, the respondent denies each and every allegation thereof.

Respondent specifically denies that it has committed or is committing any of the acts described therein, denies that it did interfere with, restrain or coerce, or is interfering with, restraining or coercing its employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, or otherwise, and denies that it did engage in or is engaging in unfair labor practices within the meaning of the National Labor Relations Act, or otherwise.

12. For its answer to paragraph 12 of the Complaint, respondent is advised by counsel, believes and therefore avers that the allegations therein set forth are speculative and hypothetical, and that said paragraph is a statement of conclusions of law and therefore requires no answer; but the respondent specifically denies that it has engaged in

or is engaging in any of the activities described in said paragraph 12, or in paragraphs 6, 8 or 9 of the Complaint.

13. For its answer to paragraph 13 of the Complaint, the respondent denies each and every allegation thereof.

The respondent specifically denies that it has committed or is committing any of the actions therein described and denies that any of its acts or activities constitute unfair labor practices affecting commerce within the meaning of the provisions of the National Labor Relations Act, or otherwise.

For a further answer to the Complaint herein, the respondent says that said Complaint should be dismissed for the following reasons, among others:

(a) The charges filed by the Canning and Pickle Workers Organization No. 325 (referred to in the Complaint as the Union), upon which said Complaint is based, were not filed for any just or lawful purpose or in good faith.

(b) The issuance of the Complaint, the facts and circumstances [fol. 18] surrounding the same, the purpose for which said Complaint was filed and the method of conducting the proceedings thereunder, constitute a denial to the respondent of due process of law as guaranteed to it under the provisions of the Constitution of the United States of America.

(c) The provisions of the National Labor Relations Act, upon which said Complaint is based, are invalid, unlawful and void, in that such provisions are contrary to and in conflict with the Constitution of the United States of America.

(d) The procedure established by the National Labor Relations Act, for the hearing and determination by the National Labor Relations Board of the alleged unfair labor practices charged in the Complaint, is contrary to the provisions of the Constitution of the United States of America, in that it deprives or purports to deprive the respondent of its rights, as guaranteed by said Constitution, to have a judicial determination of jurisdictional and constitutional issues.

(e) The Canning and Pickle Workers Organization No. 325 is not qualified to file the charges upon which the Complaint is based, for the reason that it has consistently vio-

lated the provisions and policies of the National Labor Relations Act, by attempting to prevent and interfere with the exercise by respondent's employees of full freedom of association, self organization and designation of representatives of their own choosing, for the purpose of negotiating the terms of their employment with the respondent or other mutual aid or protection.

(f) The Complaint, and the charges upon which said Complaint is based, are frivolous, insubstantial and insufficient in law.

Wherefore, the respondent prays that the Complaint of the National Labor Relations Board against H. J. Heinz Company, the respondent herein, should be dismissed, and that the costs of this proceeding should be placed upon the Canning and Pickle Workers Organization No. 325, or upon the complainant herein, to the end that the respondent may not be prejudiced by the frivolous and capricious action of [fol. 19] said Canning and Pickle Workers Organization No. 325 in filing the charges upon which said Complaint is based,

H. J. Heinz Company, By Hugh C. Anderson, Vice President, 1062 Progress Street, N. S., Pittsburgh, Pa.

Thorp, Bostwick, Reed & Armstrong, Attorneys for Respondent, 2812 Grant Building, Pittsburgh, Pennsylvania.

*Duly sworn to by Hugh C. Anderson. Jurat omitted in printing.*

[fol. 20] Before National Labor Relations Board

#### AFFIDAVIT OF SERVICE

#### Board Exhibit No. 1

Case No. VI-C-81—Filed November 15, 1937

Alma E. Pike, Stenographer, Sixth Region, being duly sworn, deposes and says that on the 26th of October, 1937, as agent for the National Labor Relations Board, she served upon the Amalgamated Meat Cutters and Butcher Workmen of North America, complainant in the above-entitled matter, by sending on that date to Anthony Tasker, 922



East Ohio Street, N. S., Pittsburgh, Pennsylvania, by post-paid registered mail a copy of the Complaint and Notice of Hearing in the above-entitled matter, dated October 26, 1937; and deponent further states that thereafter she received from the United States Post Office a return delivery receipt therefor, dated October 27, 1937, and numbered 12589, which return receipt is attached hereto and made a part hereof.

Alma E. Pike.

Subscribed and sworn to before me this first day of November, 1937. Charles T. Douds, Acting Regional Director.

#### Return Receipt

##### Registered Mail.

(Receipt for registered article No. 12589 omitted.)

Original return receipt signed by Margaret Rose, agent of Anthony Tasker omitted.)

[fols. 21-22] Before National Labor Relations Board

#### ORDER DESIGNATING TRIAL EXAMINER

##### Board Exhibit No. 1

Case No. VI-C-81—Filed November 15, 1937

A charge having been filed in this matter, and it having appeared to the Regional Director of the 6th Region that a proceeding in respect thereto should be instituted, and the Board having considered the matter and being advised on the premises,

It is Hereby Ordered that J. Raymond Walsh act as Trial Examiner in the above case and perform all the duties and exercise all the powers granted to trial examiners under the Rules and Regulations—Series 1, as amended, of the National Labor Relations Board.

Dated, Washington, D. C., November 13, 1937.

By direction of the Board:

Benedict Wolf, Secretary.

[fol. 23] BEFORE THE NATIONAL LABOR RELATIONS BOARD

STIPULATION OF FACTS

BOARD EXHIBIT No. 2

Case No. VI-C-81—Filer November 15, 1937

It is hereby stipulated and agreed by and between the National Labor Relations Board and the respondent, H. J. Heinz Company, acting by their respective duly authorized attorneys, that the following facts (which are based upon information supplied by the respondent, at the request of the National Labor Relations Board), are true and correct:

1. The respondent operates plants situated in the following localities.

Pittsburgh, Pennsylvania.  
Ambridge, Pennsylvania.  
Chambersburg, Pennsylvania.  
Sharpsburg, Pennsylvania.  
Princeton, Indiana.  
Muscatine, Iowa.  
Henderson, Kentucky.  
Holland, Michigan.  
Salem, New Jersey.  
Medina, New York.  
Bowling Green, Ohio.  
Fremont, Ohio.  
Winchester, Virginia.  
Leamington, Ontario, Canada.

All of said plants, except the plant situated at Pittsburgh, Pennsylvania, are branch factories.

2. The respondent has eighty-nine (89) receiving stations, situated in the following places:

COLORADO

Atwood  
Bliff  
Hillrose  
Kersey

## INDIANA

Hamlet  
 Buffalo  
 Fulton  
 [fol. 24 Monon  
 Monticello  
 Pulaski  
 Royal Center  
 Twelve Mile  
 Winamac  
 Wolcott  
 Bremen  
 LaPaz  
 Silver Lake  
 Mill Creek  
 Stillwell

## MICHIGAN (Fremont Dist.)

Freesoil  
 Hesperia  
 Klondike  
 Twin Lakes  
 Wooster  
 Newaygo  
 Bucks  
 Victory  
 Ferry  
 Carr  
 Sheldons  
 Big Prairie  
 Woodville

## MICHIGAN (Holland Dist.)

East Saugatuck  
 Hamilton  
 Agnew  
 Allendale  
 Borculo  
 Evart  
 Hawkins  
 Ensley  
 Kent City

Belding  
Wyman  
Broomfield  
Rolison  
Ashton

MICHIGAN (Saginaw Dist.)

Birch Run  
Brant  
Burt  
[fol. 25] Edgewood  
Hemlock  
Lakefield  
McDonough's  
St. Charles  
Wheeler  
Sterling  
Edwards  
Maple Ridge  
Hale  
Gagetown  
Millington

WISCONSIN

Manchester  
Almond  
Coloma  
Martinsen  
W. Plainfield  
Rudolph  
Wisconsin Rapids  
Sherwood  
Vesper  
Baraboo  
Briggsville  
Poynette  
Rio  
Cataract  
Melrose  
Tomah  
Mt. Morris  
Neshkoro  
Princeton



Red Granite  
 Montello  
 Clark's Mills  
 Crystal Lake  
 Pine River

## CANADA

Newbury  
 Shedden  
 Wheatley  
 West Lorne

3. The respondent has fifty-three (53) salting stations, [fol. 26] situated in the following places:

## COLORADO

Ft. Morgan  
 La Salle

## INDIANA

Argos  
 Bourbon  
 Grovertown  
 Hibbard  
 Kewanna  
 No. Liberty  
 Leiters Ford  
 Logansport  
 Monterey  
 Plymouth  
 Tippecanoe  
 Walkerton

## MICHIGAN (Fremont Dist.)

Fountain  
 Fremont  
 New Era  
 Reeman  
 Scottsville  
 Shelby  
 Tallman  
 Thompsonville  
 White Cloud

**MICHIGAN (Holland Dist.)**

Coopersville  
 Harlem  
 Holland  
 Hudsonville  
 Nunica  
 Zeeland  
 Big Rapids  
 Grant  
 Lowell  
 McBrides  
 Mecosta  
 Reed City  
 Rockford

**MICHIGAN (Saginaw Dist.)**

Bay City  
 Caro  
 [fol. 27] Reese  
 Saginaw  
 Standish  
 Unionville  
 Vassar

**WISCONSIN**

Dalton  
 Hancock  
 Nekoosa  
 Pittsville  
 Portage  
 Sparta  
 Wautoma  
 Westfield  
 Wild Rose

**CANADA**

Leamington

4. The respondent has sales offices situated in the following places:

Albany, New York.  
 Allentown, Pennsylvania.  
 Baltimore, Maryland.

Birmingham, Alabama.  
 Buffalo, New York.  
 Chicago, Illinois.  
 Cincinnati, Ohio.  
 Cleveland, Ohio.  
 Columbus, Ohio.  
 Dallas, Texas.  
 Denver, Colorado.  
 Des Moines, Iowa.  
 Detroit, Michigan.  
 Duluth, Minnesota.  
 Grand Rapids, Michigan.  
 Harrisburg, Pennsylvania.  
 Hartford, Connecticut.  
 Houston, Texas.  
 Indianapolis, Indiana.  
 Kansas City, Missouri.  
 Knoxville, Tennessee.  
 Long Island City, New York.  
 Louisville, Kentucky.  
 Memphis, Tennessee.  
 Milwaukee, Wisconsin.  
 [fol. 28] Newark, New Jersey.  
 New Orleans, Louisiana.  
 New York, N. Y.  
 Norfolk, Virginia.  
 Oklahoma City, Oklahoma.  
 Omaha, Nebraska.  
 Philadelphia, Pennsylvania.  
 Portland, Maine.  
 Portland, Oregon.  
 Providence, Rhode Island.  
 Rock Island, Illinois.  
 Scranton, Pennsylvania.  
 Seattle, Washington.  
 Sioux City, Iowa.  
 Spokane, Washington.  
 St. Louis, Missouri.  
 St. Paul, Minnesota.  
 Syracuse, New York.  
 Toledo, Ohio.  
 • Washington, D. C.  
 Calgary, Alberta, Canada.  
 Montreal, Quebec, Canada.

Toronto, Ontario, Canada.

Vancouver, B. C., Canada.

Winnipeg, Manitoba, Canada.

5. The respondent has five (5) subsidiary companies, the names and locations of which are as follows:

H. J. Heinz Corporation, Pittsburgh, Pa.

H. J. Heinz Company of Massachusetts, Cambridge, Mass.

Lake Charles Products Corporation, Lake Charles, La.

H. J. Heinz Company, Limited, Harlesden, England.

H. J. Heins Company, (Espana) S. L., Seville, Spain.

6. The respondent does not own or operate any standard railway freight and refrigerator cars, but does own twenty-seven (27) pickle tank cars and fifteen (15) vinegar tank cars, which are used for the transportation of bulk pickles and vinegars between factories.

7. The respondent's Pittsburgh Plant occupies sixteen [fol. 29] acres of land in the City of Pittsburgh, Pennsylvania.

8. At its Pittsburgh Plant, the respondent employs, at the present time, 1894 hourly employees and 689 salaried employees.

Raw materials and finished products are transported to and from the respondent's Pittsburgh Plant, for the most part, by the Pennsylvania Railroad and the Baltimore and Ohio Railroad. However, some of the inbound and outbound shipments are handled by independent truck operators and, to a lesser extent, by trucks owned and operated by the respondent. The respondent also receives and ships articles by parcel post.

It is likewise stipulated and agreed that the foregoing facts shall be accepted as true and correct, for the purposes of the above entitled proceeding, without the necessity of proving the same otherwise than by the introduction in evidence of this stipulation, but each party reserves unto itself whatever rights it may have to object to the relevancy and competency of any of the facts herein set forth.

Robert H. Kleeb, Attorney for National Labor Relations Board. Earl F. Reed, R. G. Bostwick, Attorneys for H. J. Heinz Company, Respondent.

November 12, 1937.



Case No. VI-C-81. Filer November 15, 1937

**Greater Pittsburgh**

Official Organ of The Chamber of Commerce of Pittsburgh

52nd Year

Vol. 9, No. 16

Pittsburgh, Pa., December 10, 1927

**Pittsburgh and the Pittsburgh Spirit**

**Food Preserving—Pittsburgh, The Home Of The Greatest Food Preserving Industry Of Its Kind In The World, Its Development From A Single Product To Its Present World-Wide Service**

By Howard Heinz, President of the H. J. Heinz Co.\*

Preceding papers in the series now being presented to the Chamber of Commerce have dealt with various industries and institutions that contribute to the fame, the general progress and influence of Pittsburgh. They are notable chapters in the history of a community that has accomplished much and still retains a position where it can do more.

The descriptions of the development of Pittsburgh's industrial and educational institutions must arouse in us new visions of the city's greatness and give us sustained pride and confidence in our community.

The story is told of an old farmer who had decided to sell his property and listed it with a real estate agent, who wrote a very good, but merely a true description of the farm. When the agent read the proposed advertisement to the farmer for his approval, the old man said: "Read that again."

After a second reading, the farmer sat for several minutes in a thoughtful mood and finally declared: "I don't believe I want to sell. I have been looking for that kind of

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\* Mr. Heinz's address, the nineteenth in the series by leading financiers and industrialists on the general subject "Pittsburgh and the Pittsburgh Spirit" was delivered in the Chamber of Commerce last Tuesday, Dec. 6, 1927.

a place all my life and it never occurred to me that I had it until you described it to me. I don't want to sell." Some of us, even the most loyal, upon learning the facts concerning our city and its possibilities, may be convinced that it [fol. 31] is even a better place in which to work and to live and rear our children than we had ever realized or imagined.

I am called upon to discuss a specific company and its part in an industry that has been almost as revolutionary in its effect upon home life as the radio, the motion picture, the automobile, electrical appliances and other great inventions of the age. I have not used the word "revolutionary" without thought. It has been a comparatively short time since the housewife was compelled to prepare all of the food that was served at her table. Morning, noon and evening meals kept her in the kitchen. Hot summer days found her working over a stove preserving foods to fill her storehouse with supplies for the winter. It was truly said that "Woman's work was never done". Now she is no longer dependent upon her own efforts to supply her household with nourishing foods. Most of them are being placed before her in pure and wholesome form, all ready to serve. The revolution has only begun and each day will reduce the work that is necessary to a well regulated household. The time seems near at hand when the preparation of food, the most important task of the housewife, will be the least burdensome of all her duties. With more time to devote to other things, who can predict what women will accomplish in her new freedom?

My subject is "Food Preserving—Home of the greatest food preserving industry of its kind in the world, its development from a single product to its present world-wide service". I am timid in approaching it because of a fear that in discussing the work of the founder of this enterprise I may appear fulsome, and in describing the development of the business with which I am connected, you may assume that I am boastful. I am neither. It is my aim in presenting this paper to point to the possible development of our beloved city by drawing a verbal picture of what has been accomplished here by those who cut paths that we might follow. If seemingly I depart from my immediate subject, it will be for the purpose of giving major consideration to the first part of it, or food preserving, in the broadest possible sense. It is quite natural to give this subject a place on the Chamber of Commerce program, be-

cause, as the Post-Gazette recently pointed out, our city occupies a foremost place among the cities of the world as a center for the preparation and distribution of food products, and Pittsburgh has the largest food preserving plant of its kind in the world.

It has been rightly said that food preparation and preservation form one of Allegheny County's prime industries. The Pennsylvania Department of Internal Affairs assembles statistics to show the industrial progress of the state and also of its counties. It groups the products of Allegheny County into a dozen classifications and food and its kindred products rank second in value, following only metals and metal products. The value of the products of the food industry in 1926 was \$130,690,500. In capital invested it ranks fourth, with a total of \$76,464,900.

The great tonnage and huge output of the Pittsburgh district attracts the attention of the world. The basic reason for the enormous quantity is quality. The successful industrial pioneers of this district gave primary consideration to quality, the theory being that quantity production would take care of itself if the quality were right. These pioneers took more pride in quality than in quantity. In fact, they were so proud of their products that they stamped them with their own names. They may have had trade marks, slogans and brands, but most conspicuous were the names of the makers. Carnegie was stamped upon steel, Westinghouse upon electrical appliances and air brakes, Armstrong on cork, O'Hara upon glass and Heinz upon pickles and other food products. These names were so deeply stamped that even to this day they are synonyms of the products upon which they appear.

The most important science in the world is food chemistry, for without proper food we could not live, and a nation's health is dependent upon its dietetics. Woman was the first chemist. The garden of Eden was still occupied when woman began an intuitive study of chemistry to determine the edible foods of the earth, combinations that might be eaten with safety and how they should be prepared to provide the largest amount of nutriment. We may picture primitive woman preparing food in an earthen utensil or on a spit over an open fire, for she soon learned that certain foods should be cooked. Her crude methods have been steadily developed to present standards and customs, more and more definitely controlled and governed by scientific

principles and today woman is interested in vitamins, fats, calories, etc.

[fol. 33] It was natural that woman should devise — way to preserve foods for she realized that the season of plenty should provide for the season of famine when nature was passing through the non-productive period. And so, through the activity of the mother-mind of woman, food preparation and preservation had their origin.

The Civil War apparently awakened thoughts of food preservation in the minds of many, for within a few years after that conflict, the canning and preserving industry rapidly expanded.

It was shortly after the War, or to be exact, in 1869, that my father, Henry J. Heinz, founded the business which bears his name. As one writer expressed it, to him "life meant growth. He had a great love for all things that grow, the seed that mysteriously send- its shoots up through the soil, the child in whose face shines the promise of manhood or womanhood, the soul that ever aspires upward toward greater fulfillment". I quote this descriptive paragraph because without an interest in humanity and an aim to develop men, his venture would not have led to the success that it did.

My father was a typical American boy. He was born on the South Side in 1844 and while still a lad, his parents moved to Sharpsburg, Pa. It was at the age of 25 that he founded the business that bears his name. In planting a small patch of horse-radish at Sharpsburg, he sowed the seed from which has sprung an international business. He leased a small building near the garden, and there, with the assistance of two women and a boy, he grated, prepared and bottled horse-radish, the first of the 57 Varieties of Pure Food Products.

Handicaps and obstacles were many, but my father's venture, based upon quality, rather than quantity production, was a success and stimulated his ambitions. In 1871 pickles were added to the products bearing Heinz labels and steady growth in the business followed.

The business outgrew its Sharpsburg home in two years, and was moved to Second Avenue, in the trade center of Pittsburgh. By 1876, the capacity of the new plant was doubled. But in 1889, so many people had come to like the products, that central Pittsburgh no longer afforded space for an establishment that would meet their demands.



Therefore, the plant was moved to the north side of the Allegheny River, where it now stands, but, of course, it is much larger than in its original form, for there are now [fol. 34] 24 buildings that cover more than 15 city blocks, while its branch factories and distributing warehouses are spread over the whole commercial world.

The business which began in Sharpsburg almost 59 years ago, with one variety, is now represented by more than 57 varieties of Pure Food Products. In assembling raw products, more than 300 receiving stations and salting houses are maintained. The company operates 25 branch factories and kitchens in this country, England, Spain and Canada. The industry is really one of diversified interests, for the company operates its own glass bottle factory, box and can factories, and also owns and operates many of its own railroad cars. More than 1,000,000 square feet of glass were used in the construction of its greenhouses and nurseries.

The supply garden, which once consisted of less than an acre, now comprises approximately 150,000 acres, the fields and gardens being located in many parts of America and in foreign lands, for each crop is grown where soil and climate unite to produce the best-flavored fruit and vegetables. These crops are planted, cultivated and harvested by 150,000 or more people.

To distribute the products in the way that is most advantageous to the dealer and consumer, 79 sales branches and warehouses are maintained in the United States, England and Canada, and there are more than 175 agencies in foreign countries. More than 1,400 traveling salesmen are regularly employed. The company's products are virtually as well known in some foreign countries as in the United States. In England, for instance, the company maintains a force of approximately 200 traveling salesmen, or more than any British food concern.

The company's representatives travel through all channels of trade, buyers and salesmen circling the globe. Heinz spice buyers recently returned from a 40,000 mile trip through the Orient. Heinz products are distributed to every civilized country of the world. Incidentally, wherever the 57 Varieties are known, they are associated with Pittsburgh.

Standards and principles have stimulated the growth of the business. The founder firmly believed that anyone who furnishes food for the public is in a position of trust

and honor-bound to see that the food is absolutely pure and wholesome. This position has led the company to engage [fol. 35] in extensive research work, maintaining the largest private food research laboratory in the world.

The part played by science in the selection and preparation of our foods is of primary importance. Discoveries and progress have not been spectacular, or dramatic, as in the case of electricity, the radio, the telephone and other wonders of the age, but they have been consistent and of great benefit to mankind. The underlying principles of nutrition are being discovered, and because of our new knowledge, we are eating more rationally, which will prolong life and prevent much illness.

To the organized food industry must go much of the credit for our advances in this knowledge. Such research is costly and it is principally through the willingness of the industry to underwrite the expense of such inquiry that it is possible to carry it on. Some of the knowledge so gained is profitable to the industry, but all of it is profitable to the world at large.

Early in the last century, science made its first distinct contribution to the food preserving industry when Nicholas Appert, at the behest of Napoleon, evolved a method of preserving food by sealing it hermetically and sterilizing it after sealing by exposing it to a heat treatment. Food was preserved before this time, but always by some change in its nature, which was not always desirable. Drying of food has been practiced as long as we have any records, and it is the method used by nature itself in preserving seeds and various plants. The process of salting dates back to antiquity and the use of fermentation is mentioned in the Old Testament. These methods, satisfactory for centuries, have been greatly improved upon and superseded during the last hundred years by the discoveries of science.

As soon as science determined the cause of the spoilage of foods, chemists set to work to prevent such spoilage by the use of what are now called "artificial preservatives". Benzoate of soda, salicylic acid, boric acid and such compounds were found to be very effective and came into use in the food industry during the latter part of the nineteenth century. Some unscrupulous manufacturers began to use low grades of raw materials and with the aid of such preservatives, put out adulterated goods that were positively

harmful to the health of the consumer. Other manufacturers who had at heart the interests of the people, and the [fol. 36] future of the industry, along with women's clubs and government chemists headed by Dr. Harvey W. Wiley, led a crusade against the use of harmful preservatives and coloring matter and brought the Pure Food Act of 1906 into being.

H. J. Heinz Company was very active in its efforts to secure the enactment of this pure food law. The company believed, first, that the health of the consumer should be protected, and, second, that the production of PURE foods would be beneficial to the industry. This has proven to be the case, for the food manufacturing industry has made greater strides in the past 20 years than it made in the previous century.

One of the most important steps in the preparation of good food is proper sterilization and its success depends upon the quality of the containers. H. J. Heinz Company, early in its history, applied itself to the perfection of bottles and cans to meet all requirements. It established its own bottle and tin can factories. Sanitary cans have been developed. They are so made that no solder can come into contact with the contents of the can, thus preventing contamination. Lacquered and protective coverings have been produced to prevent the action of the food on the metal of the cap or can. Methods of sealing packages under a vacuum have been perfected, resulting in better preservation methods. Science is still at work on the canning and bottling problem.

For many years the company has employed a large staff of chemists and bacteriologists whose duty it is to check all raw materials used in the production of the 57 Varieties, even to the selection of the seed and the development of new and improved processes and products.

Peanut Butter offers an example of a process improvement entirely due to what might be termed "pure" science. Every year, since the World's Fair at Chicago, Peanut Butter has been a popular addition to the American diet, especially of children. As peanuts are half oil, a large quantity of this oil usually separated itself from the butter when it stood awhile after grinding, and as much of the flavor and goodness of the product are in the oil, this was a serious defect. Several years ago, Sabatier, while work-

ing in his laboratory in France, succeeded in hooking an atom of hydrogen into a molecule of oil, causing the oil to change its texture and appearance, but otherwise remain the same. By applying the Sabatier theory, a process patented and controlled by the Heinz Company has been [fol. 37] worked out, and the separation of the oil is prevented. The product is thus given a finer creamier body than before, and it does not have the sticky quality.

Time is no barrier to research work. We have recently introduced a new cereal product, Heinz Rice Flakes. The development of this product covers a period of ten years or more. The prevalence of intestinal disturbances and sluggishness has been a generally recognized fact and science has attributed much of this trouble to the methods followed in preparing food. If the cause of this trouble could be removed, a distinct advance could be claimed for the food industry. It must be done in such a way that people would welcome it, however, for their habits of eating are firmly fixed and a change comes slowly. The company has been interested in this problem for a long time and set about to solve it through its research department and its fellowship at the Mellon Institute of Industrial Research. Starting with the fact that cellulose is nature's own best aid in overcoming this difficulty, an interesting product has been developed, which meets with all requirements. Cellulose, or moisture-absorbing roughage, is that part of everything which grows in the vegetable kingdom and gives it form and structure. It is not digestible to any great degree, but is a moisture-absorbing element in food. Man was made by nature, however, to subsist mostly on vegetables, cereals and fruits and requires a certain amount of cellulose or roughage, which is not digested and absorbed by the body, to maintain the proper functioning of the digestive tract. The harsh taste and dark color of whole grain cereals caused people to desire such refinement of these foods that the cellulose is lost in the milling. Large supplies of green vegetables and fruits are not always available. The result is an actual deficiency of cellulose or roughage in the diet, and failure of the intestinal tract to properly function, causing illness, both serious and minor.

Research produced a proper method of obtaining from food materials, cellulose in a purified state, in which it is



tasteless and odorless and lacks the harshness. In this state it can be incorporated in other food products without detracting from their value in any way and the consumer has an essential constituent of diet without eating anything distasteful. By this process, Heinz Rice Flakes, a prepared cereal with a new flavor, have been produced.

[fol. 38] Every product of the company shows the effects of the scientists' work and knowledge. Much time might be allotted to a discussion of vitamins. Research has determined that the heating and cooking of foods in hermetically sealed containers causes less destruction of vitamins than would occur if the foods were exposed to the same heating and cooking operations in an open vessel. These and many other facts have been determined and scientists are still working daily to improve the nation's food supply.

As the business developed, it was found that Allegheny County could not produce all the crops that the company needed. This accounts for the string of plants that extends across the continent and into Canada, as well as England and Spain. The founder had resolved "to protect the consumer by owning the product all the way from the soil to the table, free from chemical, coloring matter or other substitute", and this led to the propagation of seeds and plants that would produce the best tomatoes, pickles and other raw materials, the building of greenhouses and nurseries, and the operation of experimental farms.

H. J. Heinz took as much pleasure in building men as he did in building his business. He seemed to have a power to inspire men to do things they themselves did not know they could do. His intense interest, sympathy and understanding bound men to him. His sense of fairness, of helpfulness, and his great capacity as a teacher soon developed leaders who were capable of helping him direct his entire organization, and he never stopped until he made his business the greatest of its kind. So strong did he build and develop his assistants, that he was enabled, for many years before his death, to spend more than half of his time in civic, charitable and religious affairs. His entire Board of Directors was and is composed of men who started as boys in the various departments of the business.

He was a pioneer in industrial relations with his employees. He believed that every laborer was worthy of his

hire, but believed that an employer owed an employe more than mere wages, namely, a sincere interest in his welfare and development. Before such a thing had been heard of, he built an auditorium in the midst of the main plant for the recreation and entertainment of his employes. He established dining rooms when they were unknown in factories, [fol. 39] sewing classes and cooking schools for girl employes (for over half of his employes were women). A gymnasium and a swimming pool, roof gardens and educational evening classes were only a few of the many things that were instituted. More than 30 years ago he established a factory newspaper to keep the employes all over the world in some kind of relationship with each other. In the early days premiums were paid on increased output in many departments of the business and years ago group life insurance was procured and benefit associations established. Employes' clubs were organized in every part of the world. He did not call this "charity" but "good business", the proof of which is found in the fact that in its more than fifty-eight years of existence, the Company has been involved in no dispute or controversy with its employes respecting wages or working conditions. A few years ago an international radio banquet, the first of its kind, was given on the occasion of the dedication of a memorial statue presented through the gifts of employes to the Board of Directors in memory of the founder and their love for him.

The founder believed that heart power is mightier than horse power, and therein lay one of the secrets of his success.

The question has been asked: What have his successors done to carry on the work of the founder, the beginning of which we have just recited, for, as he himself said, the business was only in its infancy when it reached 50 years of its existence. It now employs more than 11,000 employes, almost double the number it had at the time of his death eight years ago, and its invested capital is two and a half times as much as it was at that time, but the successors do not take credit to themselves for these accomplishments, but rather pay tribute to the teaching of their former leader. His foundation principles were so good, his policies so right, his vision so big, that it was only natural for success to continue.

The growth of the business has demonstrated the value of principles and standards.

All of the affairs of the company are directed from Pittsburgh. There must be a good reason for the growth of the Pittsburgh plant and for continuing our main factory in this city.

When the plant was moved from Sharpsburg to Pittsburgh, it might have been rebuilt at Chicago or some other point that is more central from a geographic measurement. [fol. 40] Or again, when it was moved from the heart of the city to the North Side, it might have been rebuilt in the central west. But it was not. It remained in Pittsburgh, and has grown and expanded. Pittsburgh presented advantages which no other city could offer.

We are aware that within 12 hours' ride of Pittsburgh, there are 78,000,000 people, a great consuming public. Could anyone ask for a better distributing point? On one side of the plant is the Pennsylvania Railroad and on the other, the B. & O. The Allegheny River flows along the southern boundary, and now offers shipping facilities of high value.

The officers of the company were recently called upon to determine the location for a plant for the making of a new cereal product, Rice Flakes. The plant might have been located where the raw materials are produced, or some other place, but Pittsburgh was selected. The product is being made here, in the newest and largest building we have, and Pittsburgh thus has an entirely new industry.

Pittsburgh offers adequate banking facilities. Dependable power is as cheap here as any place, and there are various other reasons for the progress of industry in this district.

I would pay tribute to Pittsburgh for the advantages it offers to all industrial enterprises. Its spirit of progress is more dominant now than in bygone years. Its past is merely an indication of its future and I believe the present generation will give a good account of its use of the district's great resources.

I have briefly reviewed the past of an industry. But it is not living in or on its past,—it could not do so; it would die. It is living in the present and future, building today and planning for tomorrow, for it must have vision. Carnegie, Westinghouse, Jones, Laughlin, Armstrong, Heinz,

and other pioneer industrialists had great vision, but it is doubtful whether even they foresaw Pittsburgh and its industries in their present greatness. Our vision cannot be too broad, for the future holds limitless possibilities of development and progress.

The past is fixed. We honor those who have gone before us. We record their accomplishments and achievements, their faith, their vision. The present is ours to make of it what we will.

[fol. 41]

## BOARD EXHIBIT No. 5

Case No. VI-C-81—Filed November 15, 1937

Amalgamated  
Meat Cutters and Butcher Workmen  
of  
North America

A. F. of L.  
Doth Grant This

## Certificate of Affiliation

(Label)

(Label)

To George Spisic, Walter Alinsky, Marie Muskardin, Agnes Gajewski, John Koontz, Margaret Martinek, Marie Milewski, Sophia Kos, Josephine Sabatiello, Mathew Aliel, Chester L. Jutowski, M. Joseph Dembecki, Stanley Niziol, J. H. Parelakovish.

Town, Pittsburgh. State, Penna.

Name of Organization, Canning & Pickle Workers, No. 325, and to their successors legally qualified to constitute the Union herein named and known under the title of

Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L.

For the purpose of a thorough organization of the trade, and a more perfect Federation of all Trades and Labor Unions. And the Union being duly formed, is empowered and authorized to initiate into its membership any person or persons in accordance with its own laws. And to conduct the business affairs of said Union in compliance with the best interests of the trade and labor in general. The autonomy of the Union is hereby obtained and secured.



Provided, that the said Union do conform to the Constitution, By-Laws, Rules and Regulations of the Amalgamated Meat Cutters and Butcher Workmen of North America, and in default thereof, or any part thereof, this Certificate of Affiliation may be suspended or revoked according to the laws of the Amalgamated Meat Cutters and Butcher Workmen of North America. And should the said Local Union No. 325 be dissolved, suspended or forfeit this Certificate of Affiliation, then the persons to whom this Certificate of Affiliation is granted, or their successors, bind [fol. 42] themselves to surrender the same to the International Secretary-Treasurer, with such other property as shall properly belong to the Amalgamated Meat Cutters and Butcher Workmen of North America, on demand. And further, in consideration of the due performance of the above, the Amalgamated Meat Cutters and Butcher Workmen of North America does hereby bind himself to support the said Local No. 325, Town of Pittsburgh, State of Penna., in the exercise of all its rights, privileges and autonomy as an affiliated Union.

In Witness Whereof, We have subscribed our name and affixed the Seal of the Amalgamated Meat Cutters and Butcher Workmen of North America, this eleventh day of May, A. D., One Thousand, Nine Hundred and Thirty Seven.

Patrick E. Gorman, President. Dennis Lane, Secretary-Treasurer. (Seal.)

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#### BOARD EXHIBIT No. 6

Case No. VI-C-81—Filer November 15, 1937

#### Memorandum of Agreement.

By and between the H. J. Heinz Company hereinafter called the Employer of the Local Union No. 325 of the Amalgamated Meat Cutters and Butcher Workmen of North America, which shall cover all employees with the exception therefrom, of Inside Office Force, Officials, persons who are Foremen, (not working Foremen) and Truck Drivers.

Clause 1. The Company shall recognize the Representatives [fol. 43] of the Local Union No. 325 as the sole bar-

gaining agent for the purpose of collective bargaining, in the matter of Employer-Employee relationship, of wages, hours of labor and working conditions.

Clause 2. The Local Union No. 325 agrees to exert its influence as a member of Organized Labor to promote the business of the Employer, and endeavor to increase the sales of the Company.

Clause 3. As the majority of employees have chosen the Representatives of the Local Union as the bargaining unit, all employees covered by this agreement shall be and remain while employed by the above Employer, members of the Local Union.

Clause 4. As the membership of the Local Union consists of persons in the Employer's Industry, it is agreed when a vacancy exists or additional help is required, the employer will notify the Representatives of the Local Union, and give preference to such employees as are presented by the Local Union, except when the person presented by the Local Union is known to be unqualified to fill the position, but in event no members of the Local Union are available, the Employer shall reserve the right to employ any person they desire, and such persons as are employed shall become members of the Local Union if re-tained for a period of more than 15 days.

Clause 5. The Local Union Representatives shall be given reasons in writing for the dismissal of any member on demand, and if investigations prove such dismissal has been unfair or discrimination shown, such members shall be reinstated with compensation for any time lost.

Clause 6. When any matter affecting the members of the Local Union shall arise, it shall first be brought to the attention of the Plant Superintendent, and if a settlement cannot be reached the Employer then agrees to meet with the Representative of the Local Union within (5) days after notice has been presented in writing and endeavor to adjust the matter.

Clause 7. Should the representatives of the Local Union and the Employer fail to settle any matter within (3) days, it shall be referred to a Board of Arbitration at once, said Board to be chosen in the following manner, two by the Employer, two by the Local Union, and a fifth appointed by, the

[fol. 44] U. S. Department of Labor, and the findings of this Board shall be binding on both the employer and the Local Union.

Clause 8. There shall be no walk-outs, lock-outs, strike or any stop of work during arbitration.

Clause 9. Plant and Department work shall be divided as equally as is humanly possible among the employees.

In promotion and lay-offs, Department seniority shall prevail, and where skill is exempted it shall be mutually agreed on or placed to arbitration.

Employees who have been laid off shall be returned to work before new employees are hired.

Clause 10. Eight hours shall constitute a days work or forty hours in any week, and at any time working for more than eight hours in any one day, or forty hours in any one week, shall be paid for at time and one half.

Watchmen, Firemen, Refrigeration engineers, shall not work more than 42 hours a week.

Clause 11. No employees are ordered to report for work then sent home through no fault of their own, a minimum of two (2) hours pay will be granted, and such hours counted as part of the regular week.

Clause 12. After one years continuous service, one weeks vacation with pay shall be granted to all employees, and after five (5) years service, two (2) weeks vacation with pay shall be granted, and after 15 years service for females a three (3) weeks vacation with pay shall be granted, and for males after 20 years service, also three (3) weeks vacation with pay shall be received, and an minimum of 40 hours pay shall be granted for vacation allowance.

Clause 13. The minimum wage shall not be less than 52c for females, and 62½c for males, and an adjustment of 10% increase in the pay roll shall be granted to all employees within 30 days.

Clause 14. This agreement shall remain in force for a period of 12 months — to — from date of acceptance and signatures of both Employer, and employees, and in case of any changes made either party, they shall make it known 30 days before expiration, otherwise, this agreement is still in force and binding to both parties.

[fol. 45]

## BOARD EXHIBIT No. 7

Case No. VI-C-81—Filer November 15, 1937

I hereby apply for membership in the Heinz Employees Association formed for the purpose of carrying on collective bargaining with the management of H. J. Heinz Company. It is understood that the representatives of the organization shall be employees of H. J. Heinz Company. The organization is to be affiliated with any other organization and is to be entirely independent of the management.

## BOARD EXHIBIT No. 8

Case No. VI-C-81—Filer November 15, 1937

(Stub)

No. 1108

May 21, 1937

Name: Joseph Rogale

Address: 51 Noster St.

Department: Bean Baking

I agree to abide by the Constitution and By-Laws of the Heinz Employees Association.

\_\_\_\_\_, (Signature of Member.)

No. 1108

Union Membership Card

May 1937 to May 1938

Heinz Employees Association

Pittsburgh, Pa.

Joseph Rogale,  
Member.W. A. Mohl,  
Secretary or Treasurer......  
(Signature of Member)



[fol. 46]

## BOARD EXHIBIT No. 9

Case No. VI-C-81—Filed November 15, 1937

I hereby apply for membership in the Heinz Employees Association formed for the purpose of carrying on collective bargaining with the management of H. J. Heinz Company. It is understood that the representatives of the organization shall be employees of H. J. Heinz Company. The organization is not to be affiliated with any other organization and is to be entirely independent of the management.

Name .....

Dept. ....

## BOARD EXHIBIT No. 10

Case No. VI-C-81—Filed November 17, 1937

October 25, 1937.

To the Members of the Heinz Employees Association:

We again want to make it clear to you as to why we are continuing our association. In a previous letter it was stated that we were organized for our own protection and for the welfare of our employees and that we were going to continue for the same reasons.

Your association has been able to increase its membership to a total of 1057 paid up members, in spite of the false propaganda spread by our opponents. This evidence shows that the Canning and Pickle Workers Union, Local No. 325 did not get everything they had promised to get for the employees of H. J. Heinz Company prior to June 8, 1937.

They are now threatening the employees with the loss of their job if they do not join their organization and pay up their dues. Any union that has to use force or coercion [fol. 47] to get members or to collect dues cannot long exist.

Your association was founded on American Principles, which are: life, liberty, and the pursuit of happiness. We have not made any attempt to exercise any power that is

not ours, nor have we ever made any threats or promises to anyone in order to get them to join our association.

This is still America, and as Americans we still have the right to make up our own minds instead of being dictated to by a small minority; because the Relations Labor Act gives the right to the people of this country to belong to whatever organization they wish to belong to.

Therefore, do not let the actions of the Canning and Pickle Workers Union, Local No. 325 force you into joining their organization.

Heinz Employees Association.

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BOARD EXHIBIT No. 11

Case No. VI-C-81—Filed November 16, 1937

Reports have come to us that our employees are being told they must join a Union in order to continue in our employ. This is not the truth. There has been no change in our policy. We believe in the open shop which gives every man a fair chance. No employee needs to belong to any Union or pay dues to anyone to work for us.

H. J. Heinz Company.

June 14, 1937.

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[fol. 48]

BOARD EXHIBIT No. 13

Case No. VI-C-81—Filed November 16, 1937

Notice

Reports have come to us that our employees are being told they must join a Union in order to continue in our employ. This is not the truth. There has been no change in our policy. We believe in the open shop which gives every man a fair chance. No employee needs to belong to any Union or pay dues to anyone to work for us.

H. J. Heinz Company.

Oct. 18, 1937.

## BOARD EXHIBIT No. 15

Case No. VI-C-81—Filed November 16, 1937

Pittsburgh Post-Gazette, Saturday, May 29, 1937

## To the Employees of H. J. Heinz Company

Our Pittsburgh plants have been practically closed since last Tuesday, due to a strike instituted by a Union which calls itself the Canning & Pickle Workers' Organization, A. F. of L. Local No. 325. A Committee headed by an organizer of that Union presented to us and demanded that we sign a contract which would make that Union the exclusive representative of all our employees for collective bargaining, and which provided, among other things, for a closed shop. We asked this Committee to give us some proof that the majority of our employees belonged to this Union and it refused to give us any evidence of its membership. We declined to sign the contract which it presented and thereupon pickets were established around our plant, preventing employees from going to work. Later on, a picket line was stationed around the office building, preventing [fol. 49] our clerical force and officials of the Company from entering their offices.

On the same day, also, we were presented with a demand by another union of our employees, called the Heinz Employees Association, that it be recognized as the exclusive bargaining agent for all of the employees. We made a similar request of this Union to give us evidence that it was the choice of the majority of our employees. In answer to our request, this Union has submitted to us written petitions, signed by 1,383 of our employees, expressing their preference for this organization and their designation of it as their agency for collective bargaining. We have made test checks of the signatures on this petition, comparing them with our employee records, and the signatures appear to be genuine and represent about three-fourths of our employees.

Honorable Cornelius D. Scully, Mayor of Pittsburgh, of his own accord, endeavored to settle the strike by submitting the question to an election, under the supervision of some governmental agency, in which all of our employees, excluding salaried employees, would be given a chance to

choose by secret ballot the organization which they wish to represent them for purposes of collective bargaining. To avoid delay, it was suggested by the Mayor that it be held immediately with the consent of all parties. The Heinz Employees Association has indicated that it is agreeable to an election in which the names of both Unions would appear on the ballot, as the Mayor has suggested, and the Company is, of course, willing that such an election be held. However, the Canning & Pickle Workers' Organization has flatly refused to submit the question to such an election, demanding that it be the only Union named on the ballot, which would not be a fair test of the strength of the two Unions.

We do not have, therefore, any way of definitely determining the will of the body of our employees with respect to the organization they desire to represent them. In view of the fact that the Canning & Pickle Workers Union, which has caused the strike, has refused to give us any evidence of the extent of its membership and declines to submit the question to a fair election, in spite of the appeal of the Mayor so to do, we can only conclude that it does not have the support of a majority of our employees. After careful [fol. 50] checking of the petitions presented to us, signed by 1,383 of our employees, we are convinced that the Heinz Employees Association is the Union which is chosen by more than a majority of our employees and we have therefore agreed to recognize it as the collective bargaining agency for our employees. We have so advised this Union and intend to meet with its representatives as soon as possible to consider any problems or demands that may be presented. We will not, however, make an agreement with any Union for a closed shop, for, while we recognize the rights of our employees to select their own Union, we do not feel that we should force any employee to join a Union in order to hold a job with us.

The Heinz Employees Association has expressed itself as in favor of peaceful negotiation of grievances and as opposed to the violence and intimidation which have characterized the present strike.

It is generally known that the H. J. Heinz Company has had an uninterrupted record of peaceful labor relations with its employees for a period of 68 years. We had no knowledge of any grievances or dissatisfaction on the part of any employee and we sincerely regret that many of our



faithful employees of long standing have been deprived, by the tactics of the picket lines surrounding our plants, of their right to work. We will do everything in our power to protect and defend our employees, but until the police authorities take some steps to protect our employees in their entrance to the plant, we do not feel like calling upon them to risk personal injury to themselves or their families by returning to work.

H. J. Heinz Company.

[fol. 51]

BOARD EXHIBIT No. 15

Case No. VI-C-81—Filed November 15, 1937

Pittsburgh, Pa., June 1, 1937.

To our Employees:

As we advised you in an open letter published in the newspapers a few days ago, we have recognized the Heinz Employees' Association as the collective bargaining agent for our employees. The A. F. of L. Union, which has been picketing the plant, refused to submit to an election in which all our employees might be given an opportunity to choose between the Heinz Employees' Association and the A. F. of L. Union. We had to act, therefore, on the basis of a petition in which 1,383 of our employees designated the Heinz Employees' Association as the Union of their choice. Following that recognition, we have had numerous conferences with a Committee of this Association, of which the following officers were present:

I. C. Bennett  
John Ubrey  
William Ubrey  
Frank Kirchner  
Edward Grzonkowski

also the following divisional representatives:

Division 1: William Sipple—Bottling & Chow Departments.

Division 2: Bernard Rooney—Spaghetti & Macaroni Depts.

Division 3: Jim Douglas—Can Room.

Division 4: Harry Mendel—Garage.

Division 5: John Rupert—Local Shipping, Carload, Car Unloading, Branch House Stock and Export Shipping Depts.

Division 6: George Peck—Bean Department.

Division 7: William Mohl—Power Building.

Division 8: Fred Nolle—Ketchup Labeling, Export Packing, Peanut Butter, Mayonnaise, Soup Packing Depts.

Division 9: Jack Yingling, John Williams (Alternate) Heat, Light & Power and Engineering Depts.

Division 10: John Elzer—Vinegar, Pickle, Cooperage and Paint Depts.

Division 11: Lillian Thomson—Preserve, Mustard, In-[fol. 52] spection & Cellar Storage.

Division 12: Harry Zimmerman—Tank, Box, Labor, Janitor & Watchmen Depts.

Division 13: Charlie Zufer—Auditorium, Quality Control, Cereal & Advertising Stock.

Division 14: John Beck—Pipe Shop & Electrical Dept.

Division 15: Arthur Ramming—Machine & Millwright Depts.

As a result of various demands made by this Committee, and extended negotiations over the last few days, we have agreed to certain changes and adjustments in our wage scale and employment policy as follows:

1. Ten percent increase in all hourly rates, piece work, bonus and premium payments.

2. The vacation plan has been adjusted so that every employee with one year's service will receive one week's vacation with pay, as against the former plan which provided vacations only after two years' service.

3. The regular schedule of working hours shall be 8 hours per day and 40 hours per week for all employees, excepting watchmen, drivers, boiler house, engine room and miscellaneous service employees, who shall receive at least a full 24 hour free period every week.

4. Any employee requested to report to work is guaranteed at least 4 hours continuous work.

5. Employees working on perishable products will be paid on the basis of 50% of their regular hourly rates for any waiting period occurring before production begins.

6. Employees working on non-perishable products will be paid on a full time basis for any period of waiting occurring before production begins.

7. Employees working on any product will be paid full time for time lost due to an interruption of an operation if other work cannot be found.

8. Piece workers are guaranteed earnings equal to their hourly wage by specific jobs.

9. A new schedule of pay days is being developed so that all pays can be made at the earliest possible date after the end of the pay period.

10. A satisfactory plan for the adjustment of all employee-management problems is being developed, the details to be [fol. 53] announced at as early a date as possible.

While we were unable to grant all the demands of this committee, we feel that the understanding arrived at is fair both to us and our employees, and when the plants re-open, these adjustments will go into effect.

As you know, the picketing of our Pittsburgh plants is being carried on by the union affiliated with the American Federation of Labor, so we are not able to resume the operation of our plants until there is an assurance of adequate protection for those who wish to return to work and we realize the injustice of a small group of persons preventing our employees from going to work. We believe that the support of the members of the Heinz Employees' Association will be an important factor in securing free access to our property.

H. J. Heinz Company.

P. S.—Pay checks will be distributed Wednesday, June 2, 1937, at 3 P. M., in the Sarah Heinz House.

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BOARD EXHIBIT No. 16

Case No. VI-C-81—Filed November 17, 1937

Memorandum of Understandings

It is agreed that as a means of ending the dispute between the employees of the H. J. Heinz Company, members of the

American Federation of Labor, Local No. 325, Canning and Pickling Workmen's Union and the H. J. Heinz Company:

That an election be held Tuesday, June 8th, to determine the collective bargaining agency for production and maintenance employees. The plant to remain closed until after such election is held. After the result is certified, H. J. Heinz Company will open the plant and the employees will [fol. 54] return to work pending negotiations.

The ballot shall have thereon the name of the American Federation of Labor, Local No. 325, Canning and Pickling Workmen's Union and the Heinz Employees Association.

The Company agrees to recognize the organization receiving the majority of eligible votes cast as the exclusive bargaining agency and will within ten (10) days, after announcement of election results, commence negotiations for the purpose of reaching an agreement affecting wages, hours and working conditions.

When the employees return to work, all shall be reinstated in their former positions without discrimination for having participated in the strike or for any other union activity. There shall be no intimidation or coercion used against any employee either on or off the property of the Company for union membership.

Election shall be conducted by Ernest C. Dunbar, Regional Director of the National Labor Relations Board in accordance with the standard rules and regulations of the Board in their conduct of elections.

All production and maintenance employees, including storage and warehousemen, except foremen, assistant foremen, salaried employees and office help, shall be eligible to vote.

In the cases of any challenged votes by either party, the Director of the Regional Labor Board shall decide eligibility.

H. J. Heinz Co., H. A. Reed, H. E. Riley. Cannery & Pickle Workers, Frank Novak. Heinz Employees Assn., I. C. Bennett.

June 4, 1937.



[fol. 55]

## BOARD EXHIBIT No. 17

Case No. VI-C-81—Filed November 17, 1937

BEFORE THE NATIONAL — RELATIONS BOARD  
IN RE H. J. HEINZ COMPANY

## Stipulation

It is understood and agree- that the election to be held for the employees of the H. J. Heinz Company on Tuesday, June 8, 1937, is a consent election as agreed upon between the parties to this stipulation.

It is also understood and agreed that the holding of this election is without prejudice to the rights of any parties who may have filed affidavits before the National Labor Relations Board.

Canning & Pickle Workers, Frank Novak. H. J. Heinz Co., H. E. Riley. Heinz Employees Assn., I. C. Bennett.

June 4, 1937.

## BOARD EXHIBIT No. 18

Case No. VI-C-81—Filed November 17, 1937

## Agreement

This agreement, dated the — day of —, 1937, between the H. J. Heinz Company (hereinafter referred to as the "Employer"), and the Canning & Pickle Workers Local Union No. 325 of the Amalgamated Meat Cutters and Butcher Workmen of North America, (hereinafter referred to as the "Union").

Section 1. It is the intent and purpose of the parties [fol. 56] hereto that this Agreement will promote and improve industrial and economic relationships between employees contemplated in this Agreemen- and the Employer, and to set forth herein the basic agreement governing rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

The term "Employee", as used in this Agreement, shall include all Pittsburgh factory, warehouse and garage em-

employees, with the exception of Foremen and Assistant Foremen, who are on a monthly basis, and Policemen, Truck Drivers, and Office Employees.

Section 2. The Employer recognizes the Union as the sole bargaining agent for the purpose of collective bargaining for all of its employees, as defined above. The Employer recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Company or any of its Agents against any employees because of membership in the Union.

As the majority of the employees in the Election conducted by the National Labor Relations Board on June 8, 1937, have chosen the Union as its sole bargaining agency, all employees covered by this agreement shall be and will remain, while employed by the Employer, members of the Union.

Section 3. As the membership of the Local Union consists of persons in the Employer's industry, it is agreed that when a vacancy exists or additional help is required by the Employer, the Employer will notify the representatives of the Local Union and give preference to such prospective employees as are presented by the Local Union, except when the prospective employee or employees presented by the Local Union are known to be unqualified to fill the position or positions; but, in the event no members of the Local Union are available, the Employer shall reserve the right to employ any person it desires, and such persons as are employed shall become members of the Local Union if retained for a period of more than thirty (30) days. However, before any new employees are hired, employees who have been laid off shall be returned to work.

Section 4. Effective —, 1937, the minimum wage, whether on an hourly, piece-work, or salary basis, shall be not less than Fifty-Two Cents (52c) for females, and Sixty-[fol. 57] Two and One-Half Cents (62½c) per hour, respectively, whether on an hourly, piece-work, or salary basis. Females who earned more than 52c and males who earned more than 62½c per hour prior to the making of this Agreement, shall receive an increase of twenty percent (20%) whether on an hourly, piece-work or salary basis, as the case may be.

Female employees, who whether on an hourly, piece work or salary basis made less than 52c per hour prior to this agreement, but who would receive more than 52c per hour when 20% is added to their basic wage rate shall receive the 20% increase.

Male employees, who whether on an hourly, piece work or salary basis made less than 62½¢ per hour prior to this agreement, but who would receive more than 62½¢ per hour when 20% is added to their basic wage rate shall receive the 20% increase.

Section 5. Effective —, 1937, there shall be established an eight (8) hour day, forty (40) hour week, and time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day, or for all of the time in excess of forty (40) hours in any one week. Double time shall be paid for work on Sundays and Holidays.

The employee or employees shall not be paid both daily and weekly over-time for the same hours so worked.

Watchmen, Firemen and Refrigeration Engineers shall not work more than forty-two (42) hours per week.

When there is a cessation in work by reason of a breakdown, or for any other reason, or when employees who are ordered to report for work by the Employer and then find that no work is available are to be paid for such time at their regular rate of pay, and such hours are to be counted as part of the regular work week. In such event, if less than two (2) hours are consumed, the Employee or Employees shall nevertheless be paid a minimum of two (2) hours pay.

Section 6. Each employee, who prior to July, 1937, was continuously in the service of the Employer one (1) year or more, shall receive one (1) week's vacation with pay. Such vacation to be taken in a single period.

Each employee, who prior to July 1, 1937, was in the service of the Employer five (5) years or more, shall receive two (2) week's vacation with pay.

Each female employee, who prior to July 1, 1937, was [fol. 58] in the service of the Employer for fifteen (15) years or more, shall receive three (3) weeks' vacation with pay.

Each male employee who prior to July 1, 1937, was in the service of the Employer twenty (20) years, or more, shall receive three (3) weeks' vacation, with pay.



Those who are granted vacations will be paid on their average rate of earnings per hour, whether they be paid on an hourly, piece-work or salary basis, for the two pay periods immediately preceding their vacation.

The total hours of vacation pay will be the average hours they worked per week during that period, but not less than forty (40) hours, nor more than forty-eight (48) hours per week.

**Section 7. Seniority.**—It is understood and agreed, however, that in all cases of promotion or increase, or decrease of forces, the following factors shall be considered and where factors (b), (c), (d), and (e), are relatively equal, length of continuous service shall govern.

- (a) Length of continuous service.
- (b) Knowledge, training, ability, skill, and efficiency.
- (c) Physical fitness.
- (d) Family status, number of dependents, etc.
- (e) Place of residence.

**Section 8. Adjustment of Grievances.**—Should differences arise between the Employer and the Union or employees employed by the Employer as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in any department, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between the Steward representing the aggrieved employee and the foremen of the Department involved.

Second, between a member or members of the Grievance Committee designated by the Union, and the General Superintendent or Manager of the plant.

Third, between a member or members of the Grievance Committee designated by the Union, and the foremen and Superintendent of the Department.

Fourth, between the representatives of the National Organization of the Union and the representatives of the Executive of the Corporation; and

Fifth, in the event that the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire, to be appointed by mutual agreement of the parties hereto. The decision of the umpire shall be



final. In the event that the parties cannot agree upon the selection of an umpire, then the United States Department of Labor shall be requested to appoint such an umpire.

Specified periods shall be agreed upon between the Grievance Committee and the General Superintendent or Manager of each plant for the presentation of grievances hereunder. Provided, however, that matters pertaining to discharge or other matters that cannot reasonably be delayed, until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee for each Department shall consist of not less than one (1) employee of that Department, and not more than (2) employees of the General Grievance Committee designated by the Union, who will be afforded such time off, with pay, as may be required.

First, to attend regularly scheduled committee meetings;

Second, to attend meetings pertaining to discharges or other matters which cannot reasonably be delayed until the time of the next regular meeting; and

Third, any member of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his Department Superintendent or his designated representative.

The actual number of members of the Grievance Committee at each plant shall be mutually agreed upon between the General Superintendent or manager of the plant and the Union.

Section 9. In the event an employee shall be discharged from his employment from and after the date hereof, the Union shall be given reasons in writing for the dismissal, on demand. If the employee believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. [fol. 60] In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge, the employer shall re-instate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of

discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 10. The Employer shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Employer in accordance with the practice now prevailing in each separate department. Proper heating and ventilating systems shall be installed where needed.

Section 11. The representative or representatives of the Union shall have the right to come on Company property for all legitimate purposes.

Section 12. Where alleged inequalities in wage rates prevail, the matter may be taken up for Local department adjustment, and settlement made through the grievance procedure.

Section 13. Joint conferences between Representatives of the Corporation and of the Union shall commence in Pittsburgh on June 1, 1938, for the purpose of negotiating an Agreement with regard to wages, hours and working conditions, to take effect upon the expiration of this Agreement.

Section 14. The following days shall be considered holidays, during which days there shall be no regular production work, except in cases of continuous operations, on:

July 4th,  
Memorial Day,  
Labor Day, (Subject to perishable exception),  
Thanksgiving Day,  
Christmas, and  
New Years Day.

Section 14. This Agreement shall remain in full force and effect until —, —, inclusive.

H. J. Heinz Company, by —, —, President. Canning & Pickle Workers Union No. 325, by —, —, Chairman; —, —, Secretary-Treasurer; —, —, Regional Director.

Case No. VI-C-81—Filed November 17, 1937

H. J. Heinz Company

July, 1937.

## Notice to All Employees:

Following the recent election held under the supervision of the National Labor Relations Board, in which the Canning and Pickle Workers' Local Union No. 325 was selected as the collective bargaining agency for our employees, we have had meetings with a committee from that organization and after several weeks of negotiation, have agreed with them as follows:

1. Wages.—Effective July 1, 1937, a ten per cent (10%) increase shall be made in all presently established rates for hourly, piece work, and bonus production. No increase in hourly rates, however, shall be less than five cents (5c) per hour.

Effective July 1, 1937, the standard minimum hourly rates for male employees shall be 60½c per hour and for female employees shall be 45c per hour. The foregoing rates are subject to the following exceptions:

(a) New employees for the first month of their employment may be assigned rates less than the standard rates above mentioned, but such rates shall not be more than five cents (5c) per hour less than the standard rates.

(b) The Company may, at its option, assign rates less than the standard rates above mentioned to boys under twenty-one (21) years of age, who do not perform a man's work, but such rates shall not be more than five cents (5c) per hour less than the standard rates.

(c) Employees whose age or physical condition prevents them from performing regular production work may be assigned rates less than the standard rates above mentioned. Such rate in each individual case is to be agreed upon by the Company and the individual employee or the representatives of said Union, if the individual employee so desires, and the exception is to be used only to provide useful employment for persons who are unable to carry on regular



activity. Such rates shall not be more than five (5) cents per hour less than the standard rates.

Piece workers are guaranteed their minimum hourly rates on each specific piece-work job. Bonuses and premiums [fol. 62] earned upon any particular job shall be retained even though the standard is not earned upon a subsequent piece-work job during the payroll period.

2. Working Hours.—Effective July 1, 1937, the regular schedule of working hours shall be eight hours per day and forty hours per week for all production and maintenance employees. Time and one-half will be paid for all time in excess of eight hours in any one day or for all time in excess of forty hours in any one week, and double time shall be paid for work performed on Sundays and holidays. The work week shall run from Thursday to Wednesday. The Company, however, has not agreed to pay any overtime rates during the period in which perishable products are handled. The dates of the period will be announced by the Company and during it overtime rates will not be paid unless agreed to by the Company prior to the beginning of such period. The Union, however, has not agreed to any exemption for perishables.

The regular schedule of working hours for watchmen, firemen and engineers shall not be more than forty-two hours per week. Time and one-half will be paid for all time in excess of forty-two hours per week for the above employees, except for essential work of firemen and engineers during the period for handling perishables. The Union, however, has not agreed to such exceptions. Watchmen, firemen, engineers and others, whose regular schedule requires them to work on Sundays and holidays, shall receive no extra compensation for work performed on Sundays or holidays, unless such work shall require time in excess of forty-two hours per week, for which time they will be compensated at time and one-half.

Employees who are ordered to report for work by the Company and then find that no work is available, are to be paid for such time at their regular rate of pay and such hours are to be counted as part of their regular work week. In such event if less than two hours are consumed, the employee or employees shall, nevertheless, be paid a minimum of two hours' pay.

Full time will be paid for time lost due to an interruption



or cessation of work by reason of a breakdown of machinery, lack of products or for any other reason beyond the control of the employees, providing other employment cannot be found. Piece workers are guaranteed their minimum hourly rates in the situations set forth above.

[fol. 63] 3. Vacations. Each employee who, prior to July 1, 1937, was on the payroll of the Company for one year or more and who worked at least 40 weeks during such year shall receive one week's vacation with pay; such vacation to be taken in a single period and at a time designated by the Company. All vacations are to be completed prior to December 31st of each year.

Those who are granted vacations will be paid on their average rate of earnings per hour, whether they be paid on an hourly or piece-work basis, for the two pay periods immediately preceding their vacation. The total hours of vacation pay will be forty (40) hours unless the individual employee's regular work week shall be more than forty (40) hours in which event the total hours of vacation pay shall be equal to the number of hours in such employee's regular work week.

4. Seniority. Rules governing seniority heretofore in effect shall continue.

5. Adjustment of Grievances. The Company recognizes and will deal with the representatives of the Canning & Pickle Workers' Local No. 325 as the exclusive collective bargaining agency for the employees of its Pittsburgh plant. Nothing herein shall apply to foremen, assistant foremen who are paid on a monthly basis, policemen, outside truck drivers, office employees or factory employees paid on a monthly basis. There shall be no general re-classification of employees without the consent of the Union.

Any matter which, in the opinion of any employee, requires adjustment and which such employee has been unable to adjust with his foreman, shall be settled, if the employee so desires, in the following manner:

First. Between the departmental member of the Grievance Committee or the departmental steward, designated by the Union, and the foreman of the department involved.

Second. Between a General Grievance Committee of not less than three nor more than five persons designated by the

Union, one of whom shall be the representative of the department involved, and the Superintendent of the plant.

Third. Between the representatives of the national organization of the Union and the representatives of the executives of the Company; and

Fourth. In the event the matter shall not have been satisfactorily settled in the manner specified hereinabove, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement of the Company and the Union. The decision of the umpire shall be mutually binding. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and the Union.

Regular meetings between the General Grievance Committee to be designated by the Union and the Superintendent of the plant, or his representative, shall be held upon the second Tuesday of each month at a time and place to be agreed upon by the Company and the Union. Matters involving discharges and similar matters that cannot be delayed until the next regular meeting between the General Grievance Committee and the plant Superintendent, may be taken up at any time.

Departmental members of the Grievance Committee or departmental stewards may obtain time off, without pay, for the transaction of legitimate business as departmental members of the Grievance Committee, by requesting and receiving permission for such time off from their departmental foremen.

Members of the General Grievance Committee may obtain time off, without pay, as may be required,

First. To attend regularly scheduled meetings of the General Grievance Committee, and

Second. To attend meetings pertaining to discharges or other matters which cannot reasonably be delayed until the time of the next regular meeting.

Members of the General Grievance Committee shall have the right to visit departments other than their own at all reasonable times, for the purpose of transacting the legitimate business of the Grievance Committee, after requesting and receiving permission therefor from their respective department foremen or their designated representative.

6. Discharges. In the event an employee shall be discharged from his employment from and after the date hereof and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the em-[fol. 65] ployee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five days from the date of discharge.

7. Safety and Health. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company, in accordance with the practice now prevailing in each separate department. Proper heating and ventilating systems shall be installed where necessary.

8. The following days shall be considered holidays, during which days there shall be no work: July 4th, Memorial Day, Labor Day (subject to perishable exception), and objection as set forth above, Thanksgiving, Christmas and New Year's Day.

9. The wage rates and other matters hereinabove set forth shall remain in effect until further notice.

H. J. Heinz Company.

Where alleged inequalities in individual wage rates prevail, the matter may be taken up for local department adjustment and settlement made through the grievance procedure.

BOARD EXHIBIT No. 20

Case No. VI-C-81—Filed November 17, 1937

H. J. Heinz Company

July 15, 1937.

Notice To All Employees:

Following the recent election held under the supervision of the National Labor Relations Board, in which the Can-



ning and Pickle Workers' Local Union No. 325 was selected [fol. 66] as the collective bargaining agency for our employees, we have had meetings with a committee from that organization and after several weeks of negotiations, have agreed with them as follows:

1. Wages. Effective July 1, 1937, a ten per cent (10%) increase shall be made in all presently established rates for hourly, piece work, and bonus production. No increase in hourly rates, however, shall be less than five cents (5c) per hour.

Effective July 1, 1937, the standard minimum hourly rates for male employees shall be 60½c per hour and for female employees shall be 45c per hour. The foregoing rates are subject to the following exceptions:

(a) New employees for the first month of their employment may be assigned rates less than the standard rates above mentioned, but such rates shall not be more than five cents (5c) per hour less than the standard rates.

(b) The Company may, at its option, assign rates less than the standard rates above mentioned, to boys under twenty-one (21) years of age, who do not perform a man's work, but such rates shall not be more than five (5) cents per hour less than the standard rates.

(c) Employees whose age or physical condition prevents them from performing regular production work may be assigned rates less than the standard rates above mentioned. Such rate in each individual case is to be agreed upon by the Company and the individual employee or the representatives of said Union, if the individual employee so desires, and the exception is to be used only to provide useful employment for persons who are unable to carry on regular activity. Such rates shall not be more than five (5) cents per hour less than the standard rates.

Piece workers are guaranteed their minimum hourly rates on each specific piece-work job. Bonuses and premiums earned upon any particular job shall be retained even though the standard is not earned upon a subsequent piece-work job during the payroll period.

2. Working Hours. Effective July 1, 1937, the regular schedule of working hours shall be eight hours per day and forty hours per week for all production and mainten-



ance employees. Time and one-half will be paid for all time in excess of eight hours in any one day or for all time in excess of forty hours in any one week, and double time shall be paid for work performed on Sundays and [fol. 67] holidays. The work week shall run from Thursday to Wednesday. The Company, however, has not agreed to pay any overtime rates during the period in which perishable products are handled. The dates of the period will be announced by the Company and during it overtime rates will not be paid unless agreed to by the Company prior to the beginning of such period. The Union has not agreed to any exemption for perishables.

The regular schedule of working hours for watchmen, firemen and engineers shall not be more than forty-two hours per week. Time and one-half will be paid for all time in excess of forty-two hours per week for the above employees, except for essential work of firemen, and engineers in the period for handling perishables. The Union, however, has not agreed to this exception. Watchmen, firemen, engineers and others, whose regular schedule requires them to work on Sundays and holidays, shall receive no extra compensation for work performed on Sundays or holidays, unless such work shall require time in excess of forty-two hours per week, for which time they will be compensated at time and one-half.

Employees who are ordered to report for work by the Company and then find that no work is available, are to be paid for such time at their regular rate of pay and such hours are to be counted as part of their regular work week. In such event, if less than two hours are consumed, the employee or employees shall, nevertheless, be paid a minimum of two hours' pay.

Full time will be paid for time lost due to an interruption or cessation of work by reason of a breakdown of machinery, lack of products or for any other reason beyond the control of the employees, providing other employment cannot be found. Piece workers are guaranteed their minimum hourly rates in the situations set forth above.

3. Vacations. Each employee who, prior to July 1, 1937, was on the payroll of the Company for one year or more, and who worked at least forty weeks during such year, shall receive one week's vacation with pay; such vacation to be taken in a single period and at a time designated by the

Company. All vacations are to be completed prior to December 31st of each year.

Those who are granted vacations will be paid on their average rate of earnings per hour, whether they be paid on [fol. 68] an hourly or piecework basis, for the two pay periods immediately preceding their vacation. The total hours of vacation pay will be forty (40) hours unless the individual employee's regular work week shall be more than forty (40) hours, in which event the total hours of vacation pay shall be equal to the number of hours in such employee's regular work week.

4. Seniority. Rules governing seniority heretofore in effect shall continue.

5. Adjustment of Grievances. The Company recognizes and will deal with the representatives of the Canning and Pickle Workers' Local No. 325 as the exclusive collective bargaining agency for the employees of its Pittsburgh plant. Nothing herein shall apply to foremen, assistant foremen who are paid on a monthly basis, policemen, outside truck drivers, office employees, or factory employees paid on a monthly basis. There shall be no general re-classification of employees without the consent of the Union.

Any matter which, in the opinion of any employee, requires adjustment and which such employee has been unable to adjust with his foreman, shall be settled, if the employee so desires, in the following manner:

First. Between the Departmental member of the Grievance Committee or the departmental steward, designated by said Union, and the foreman of the department involved.

Second. Between a General Grievance Committee of not less than three nor more than five persons designated by said Union, one of whom shall be the representative of the department involved, and the Superintendent of the plant.

Third. Between the representatives of the national organization of said Union and the representatives of the executives of the Company; and

Fourth. In the event the matter shall not have been satisfactorily settled in the manner specified hereinabove, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement of the Company and said Union. The decision of the umpire shall be mutually bind-

ing. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and said Union.

Regular meetings between the General Grievance Committee to be designated by the Union and the Superintendent [fol. 69] of the plant, or his representative, shall be held upon the second Tuesday of each month at a time and place to be agreed upon by the Company and the Union. Matters involving discharges and similar matters that cannot be delayed until the next regular meeting between the General Grievance Committee and the plant Superintendent, may be taken up at any time.

Departmental members of the Grievance Committee or departmental stewards may obtain time off, without pay, for the transaction of legitimate business as departmental members of the Grievance Committee, by requesting and receiving permission for such time off from their departmental foremen.

Members of the General Grievance Committee may obtain time off, without pay, as may be required,

First: To attend regularly scheduled meetings of the General Grievance Committee; and

Second: To attend meetings pertaining to discharges or other matters which cannot reasonably be delayed until the time of the next regular meeting.

Members of the General Grievance Committee shall have the right to visit departments other than their own at all reasonable times, for the purpose of transacting the legitimate business of the Grievance Committee, after requesting and receiving permission therefor from their respective departmental foremen or their designated representatives.

6. Discharges. In the event an employee shall be discharged from his employment from and after the date hereof and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such



cases of discharge shall be taken up and disposed of within five days from the date of discharge.

7. Where alleged inequalities in individual wage rates prevail, the matter may be taken up for local department adjustment and settlement made through the grievance procedure.

8. Safety and Health. The Company shall continue to make reasonable provisions for the safety and health of its [fol. 70] employees at the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company, in accordance with the practice now prevailing in each separate department. Proper heating and ventilating systems shall be installed where necessary.

9. The following days shall be considered holidays, during which days there shall be no work: July 4th, Memorial Day, Labor Day (subject to perishable exception and objection as set forth above), Thanksgiving, Christmas and New Year's Day.

10. The wage rates and other matters hereinabove set forth shall remain in effect until further notice.

H. J. Heinz Company.

BOARD EXHIBIT No. 21

Case No. VI-C-81—Filed November 17, 1937

Labor Relations Bulletin

Pittsburgh Factory, H. J. Heinz Company

According to the provisions of the National Labor Relations Act, we have bargained with the certified collective bargaining agency for our employees (not including, however, foremen, assistant foremen, who are paid on a monthly basis, policemen, outside truck drivers, office employees, or factory employees paid on a monthly basis) and the following understanding has been reached:

1. Wages. Effective July 1, 1937, a ten per cent (10%) increase shall be made in all rates theretofore established



for hourly, piecework and bonus production. No increase in hourly rates, however, shall be less than five cents (5c) [fol. 71] per hour.

Effective July 1, 1937, the standard minimum hourly rates for male employees shall be 60½c per hour and for female employees shall be 45c per hour. The foregoing rates are subject to the following exceptions:

(a) New employees for the first three months of their employment may be assigned rates less than the standard rates above mentioned, but such rates shall not be more than five cents (5c) per hour less than the standard rates.

(b) The Company may, at its option, assign rates less than the standard rates above mentioned to boys under twenty-one (21) years of age, who do not perform a man's work, but such rates shall not be more than five (5) cents per hour less than the standard rates.

(c) Employees whose age or physical condition prevents them from performing regular production work may be assigned rates less than the standard rates above mentioned. Such rates in each individual case is to be agreed upon by the Company and the individual employee, and the exception is to be used only to provide useful employment for persons who are unable to carry on regular activity. Such rates shall not be more than five (5) cents per hour less than the standard rates.

Piece workers are guaranteed their minimum hourly rates on each specific piecework job per payroll period. Bonuses and premiums earned upon any particular job shall be retained even though the standard is not earned upon a subsequent piecework job during the payroll period.

2. Working Hours. Effective July 1, 1937, the regular schedule of working hours shall be eight hours per day and forty hours per week for all production and maintenance employees. Time and one-half will be paid for all time in excess of eight hours in any one day, 4 hours on Saturday, or for all time in excess of forty-four hours in any one week. Both daily and weekly overtime will not be paid for the same hours so worked. The work week shall run from Thursday to Wednesday.

The regular schedule of working hours for watchmen, firemen and engineers shall not be more than forty-four

hours per week. Time and one-half will be paid for all time in excess of forty-four hours per week for such employees. Unless excepted by the provisions hereinafter set forth concerning the handling of perishable agricultural products, all regular production and maintenance employees [fol. 72] shall be paid time and one-half for work performed upon Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

In the canning industry, the handling of perishables is necessary during the harvest season, and their delivery and consequent handling depend upon conditions beyond control. Unless otherwise agreed, no overtime rates of any kind will be paid to any employee for the performance of work essential to the handling of perishable agricultural products. This exemption from overtime rates is subject to any federal or state regulations which may become effective and nothing herein shall be considered as prejudicial to the right of either the Company or the bargaining agency to take any contrary position to that herein set forth in any hearing or other procedure upon state or federal legislation or regulations.

Employees who are ordered to report for work by the Company and find that no work is immediately available are to be paid for any such waiting time at their regular rate of pay and such time is to be counted as part of their regular work week. In the event an employee is instructed to report for work and is sent home because work is not available, he shall receive a minimum of two hours' pay.

Full time will be paid for waiting time, while the employee is at work, lost due to an interruption or cessation of work by reason of a breakdown of machinery, lack of products, or for any other reason beyond the control of the employees, provided other employment cannot be found.

Piece workers are guaranteed their minimum hourly rates in the situation set forth above when the waiting period exceeds fifteen minutes duration.

3. Vacations. Each employee upon completing a year of service, and who worked at least forty (40) weeks during such year, shall receive one week's vacation with pay, as soon thereafter as possible, such vacation to be taken in a single period and at a time designated by the Company.

Those who are granted vacations will be paid on their

average rate of earnings per hour, whether they be paid on an hourly or piece work basis, for the two pay periods immediately preceding their vacation. The total hours of vacation pay will be forty (40) hours unless the individual [fol. 73] employee's regular work week shall be more than forty (40) hours, in which event the total hours of vacation pay shall be equal to the number of hours in such employee's regular work week.

4. Seniority. Rules governing seniority heretofore in effect shall continue.

5. Adjustment of Grievances. It is expressly understood that any individual employee or group of employees shall have the right, at any time, to present grievances to the Company, and nothing herein shall in any way limit or restrict such right. In case of any disagreement, any employee or group of employees has the right to refer the matter to the Cinning & Pickle Workers Local Union No. 325, in accordance with the grievance procedure now in effect between the Union and the Company.

The wage rates and other conditions hereinabove set forth shall remain in effect until further notice.

#### BOARD EXHIBIT No. 22

Case No. VI-C-81—Filed November 17, 1937

#### Labor Relations Bulletin

Pittsburgh Factory, H. J. Heinz Company

According to the provisions of the National Labor Relations Act, we have bargained with the certified collective bargaining agency for our employees (not including, however, foremen, assistant foremen, who are paid on a monthly basis, policemen, outside truck drivers, office employees, or factory employees paid on a monthly basis) and the following understanding has been reached:

1. Wages. Effective July 1, 1937, a ten per cent (10%) increase shall be made in all rates theretofore established [fol. 74] for hourly, piecework and bonus production. No



increase in hourly rates, however, shall be less than five cents (5c) per hour.

Effective July 1, 1937, the standard minimum hourly rates for male employees shall be 60½c per hour and for female employees shall be 45c per hour. The foregoing rates are subject to the following exceptions:

(a) New employees for the first three months of their employment may be assigned rates less than the standard rates above mentioned, but such rates shall not be more than five cents (5c) per hour less than the standard rates.

(b) The Company may, at its option, assign rates less than the standard rates above mentioned to boys under twenty-one (21) years of age, who do not perform a man's work, but such rates shall not be more than five (5) cents per hour less than the standard rates.

(c) Employees whose age or physical condition prevents them from performing regular production work may be assigned rates less than the standard rates above mentioned. Such rates in each individual case are to be agreed upon by the Company and the individual employee, and the exception is to be used only to provide useful employment for persons who are unable to carry on regular activity. Such rates shall not be more than five (5) cents per hour less than the standard rates.

Piece workers are guaranteed their minimum hourly rates on each specific piecework job per payroll period. Bonuses and premiums earned upon any particular job shall be retained even though the standard is not earned upon a subsequent piecework job during the payroll period.

2. Working Hours. Effective July 1, 1937, the regular schedule of working hours shall be eight hours per day and forty hours per week for all production and maintenance employees. Time and one-half will be paid for all time in excess of eight hours in any one day and for all time in excess of forty hours in any one week. Both daily and weekly overtime shall not be paid for the same hours so worked. The work week shall run from Thursday to Wednesday.

The regular schedule of working hours for watchmen, firemen and engineers shall be forty-two hours per week. Time and one-half will be paid for all time in excess of



forty-two hours per week for such employees. Unless excepted by the provisions hereinafter set forth concerning the handling of perishable agricultural products, all regular production and maintenance employees shall be paid time and one-half for work performed upon Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

In the canning industry, the handling of perishables is necessary during the harvest season, and their delivery and consequent handling depend upon conditions beyond control. Unless otherwise agreed, no overtime rates of any kind will be paid to any employee for the performance of work essential to the handling of perishable agricultural products. This exemption from overtime rates is subject to any federal or state regulations which may become effective and nothing herein shall be considered as prejudicial to the right of either the Company or the bargaining agency to take any contrary position to that herein set forth in any hearing or other procedure upon state or federal legislation or regulations.

Employees who are ordered to report for work by the Company and find that no work is immediately available are to be paid for any such waiting time at their regular rate of pay and such time is to be counted as part of their regular work week. In the event an employee is instructed to report for work and is sent home because work is not available, he shall receive a minimum of two hours' pay.

Full time will be paid for waiting time, while the employee is at work, lost due to an interruption or cessation of work by reason of a breakdown of machinery, lack of products, or for any other reason beyond the control of the employees, provided other employment cannot be found.

Piece workers are guaranteed their minimum hourly rates in the situation set forth above when the waiting period exceeds fifteen minutes' duration.

3. Vacations. Each employee upon completing a year of service, and who worked at least forty (40) weeks during such year, shall receive one week's vacation with pay, as soon thereafter as possible, such vacation to be taken in a single period and at a time designated by the Company.

Those who are granted vacations will be paid on their average rate of earnings per hour, whether they be paid on

[fol. 76] an hourly or piece work basis, for the two pay periods, immediately preceding their vacation. The total hours of vacation pay will be forty (40) hours unless the individual employee's regular work week shall be more than forty (40) hours, in which event the total hours of vacation pay shall be equal to the number of hours in such employee's regular work week.

4. Seniority. Rules governing seniority heretofore in effect shall continue.

5. Adjustment of Grievances. It is expressly understood that any individual employee or group of employees shall have the right, at any time, to present grievances to the Company, and nothing herein shall in any way limit or restrict such right. In case of any disagreement, any employee or group of employees has the right to refer the matter to the Canning and Pickle Workers Local Union Number 325, in accordance with the grievance procedure now in effect between the Union and the Company.

The wage rates and other conditions hereinabove set forth shall remain in effect until further notice.

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[fol. 77] BOARD EXHIBIT No. 23

Case No. VI-C-81—Filed November 17, 1937

Amalgamated Meat Cutters and Butcher Workmen of North America

Affiliated With A. F. of L.

Local Union No. 325

August 17, 1937.

Mr. H. E. Riley, % H. J. Heinz Company, N. S., Pittsburgh, Pennsylvania.

Attention of Mr. H. E. Riley

DEAR SIR:

This is to advise you that the notice you have posted on your bill-board does not in our opinion constitute an agreement within the intent of the memorandum of understanding entered into by and between our Union and you on June

4, 1937, nor is it evidence of bona-fide collective bargaining within the meaning of that understanding or the National Labor Relations Act.

Nevertheless, we realize that the concessions gained for the employees of the H. J. Heinz Company were the direct results of our efforts and we are anxious to conserve for the Heinz employees the benefits which they so richly deserve and for which we strove so hard.

We, therefore, do not object to your posting of the notice but intend to lay this matter before the National Labor Relations Board in order to have that impartial agency determine whether or not you have bargained in good faith and whether you have done what our memorandum of understanding of the 4th of June, 1937, and the law requires of you.

Yours very truly, Canning & Pickle Workers Union,  
No. 325, by Anthony Tasker, Business Agent.

[fol. 78]

BOARD EXHIBIT No. 33

Case No. VI-C-81—Filed November 24, 1937

Constitution and By-Laws of the Heinz Employees Association, Pittsburgh, Pennsylvania

Constitution

Article I

Name

1. This organization shall be known as the Heinz Employees Association.

Purposes

2. This organization is formed for the following purposes:

(a) To represent the employees of the H. J. Heinz Company of Pittsburgh, Pennsylvania, in collective bargaining with the management of said company relative to grievances, wages, hours of labor, health and safety conditions and other matters relating to the general welfare of the said employees.

(b) To promote social, literary, educational and athletic activities among said employees.

(c) To provide a purchasing agency whereby the members hereof may receive the benefit of group purchasing power.

#### Address

3. The address of this organization shall be Heinz Employees Association, Pittsburgh, Pennsylvania.

#### Affiliations

4. This organization shall not become affiliated with any other organization or association of any kind, except by a majority vote of all the members of the association.

### Article II

#### Membership

1. All employees of the Pittsburgh Plant of the H. J. Heinz Company shall be eligible to membership in this [fol. 79] association, except office employees, foremen, department heads, or those employed in a supervisory capacity with authority to hire and discharge. No member shall be eligible to vote at any election until he has been a member of this association for at least ninety (90) days prior to the date of election.

#### By-Laws

### Article II

#### Committees

2. There shall be the following standing Committees:

1. Collective Bargaining Committee.
2. Auditing Committee.
3. Membership Committee.

3. Collective Bargaining Committee: This Committee shall consist of five (5) Representatives and the Association Attorney, whose duty it shall be to meet with the executives of the H. J. Heinz Company, or their representatives, just as soon as the organization of the Association is complete and thereafter as the occasion may arise, for the purpose of negotiating an agreement with the company on



behalf of the members of this association, relative to wages, hours and working conditions. Any agreement so obtained by this Committee shall be submitted to the Board of Representatives for approval and when so approved shall be binding upon all the members of this association. This Committee shall also confer with the company representatives as to all grievances referred to it by the Board of Representatives in accordance with these By-Laws.

### Article III

#### Complaint Procedure

1. Any employee or group of employees who are members of this association, having a grievance relating to wages, hours, working conditions, or any other matter may attempt to adjust such grievance directly with his or their foreman or supervisor, and if no satisfactory adjustment [fol. 80] is made, the same may be referred to the Representative of the proper division who shall attempt to adjust such grievance with the proper foreman or supervisor, and if no satisfactory adjustment is then made, said Representative shall refer the matter to the Board of Representatives of this association who shall if they deem it a proper, just and reasonable grievance, present it through the Collective Bargaining Committee, to the Management of the H. J. Heinz Company for adjustment or determination under rules of procedure to be established by agreement with the management, provided, however, that any employee or group of employees, who are members of this association, may present a grievance personally and directly to the Board of Representatives, rather than through the Division Representative, at any regular meeting of the Board or at any special meeting called for such purposes. The members of this Association shall be entitled to know the status of any grievance submitted to the Board of Representatives.

[fol. 81]

BOARD EXHIBIT No. 34

Case No. VI-C-81—Filed November 24, 1937.

I am an employee of H. J. Heinz Company. I have read the agreement entered into between the company and the bargaining committee of the Heinz Employees Association.

I am satisfied with it and am ready and willing to go to work immediately.

Please return This Card to headquarters immediately,  
1000 East Ohio Street.—FAirfax 4591

VERY IMPORTANT

.....  
Department

.....  
Signature

.....  
Date

.....  
Address

BOARD EXHIBIT No. 35

Case No. VI-C-81—Filed November 24, 1937

I hereby apply for membership in the Heinz Employees Association formed for the purpose of carrying on collective bargaining with the management of H. J. Heinz Company. It is understood that the representatives of the organization shall be employees of H. J. Heinz Company. The organization is not to be affiliated with any other organization and is to be entirely independent of the management.

[fol. 82]

RESPONDENT'S EXHIBIT No. 1

Case No. VI-C-81—Filed November 18, 1937

The Union Press Gives Space to Heinz Local 325

As an aid to the movement to make Pittsburgh a 100% union city, The Union Press opens its columns to Local 325 of the Canning and Pickling Workers Union, A. F. of L. In the past few months this union has carried on a very heroic struggle to unionize the H. J. Heinz plant. In many ways the organization drive there parallels our own here at Jones and Laughlin. First a strike and then a plant election are some of the similar steps that Local 325 has taken. We welcome them and promise them any support we can give.

## To All Non-Union Men and Women of The H. J. Heinz Company

Local No. 325 of the Canning & Pickling Workers Union won the election for bargaining rights at the Heinz Company. After the election there was a lay off in the ranks of our Union members which the Grievance Committee handled easily and the members were satisfied. That alone was proof enough that you should have the Union or belong to the Union.

We know that the strike left many of the members hard hit, but this is no reason why they shouldn't have joined up by now. The Union has had more than enough patience with these people who flatly refuse to join or have anything to do with it.

We have meetings on the first and third Fridays of each month and anything that the members do not understand is gladly explained at these meetings, so there is no excuse for them not understanding certain facts about the Union.

There is only one way to solve the problem of which Union should be in the H. J. Heinz Company plant. That is Local Union No. 325, which will be the only Union in the plant.

We are letting you know before time that every Non-Union member in the plant will have a limited time to join Local No. 325 and if they do not join we will not be responsible for anything that occurs in front of the H. J. Heinz Company one of these days.

This is not a threat, but as we have explained above, it [fol. 83] is your own fault that you brought this on yourself. So, leave your personal feeling at home. Be Wise and Organize.

Anthony Tasker, Business Representative No. 325.

### RESPONDENT'S EXHIBIT No. 2

Case No. VI-C-81—Filed November 18, 1937

From Pittsburgh Catholic, July 8, 1937

### Catholic Radical Alliance

#### Strike Settled

The Loose-Wiles Biscuit Co. strike and the Heinz negotiations were both ended this week. The Catholic Radical

Alliance was interested in both controversies, and one of its representatives had taken part in the conferences held.

The Loose-Wiles strike had continued for six weeks and was settled on Tuesday. A substantial wage increase was given to all workers and in the matter of piece work and the speed up satisfactory agreements were reached. No contract was signed, but a memorandum was drawn up and signed by the mediators.

The union involved is the pioneer CIO Bakers Union Local 118. The company agreed to recognize it as sole bargaining agent for its members, the truck drivers who belong to the A. F. of L. not being involved. Thomas M. Reichart, U. S. labor department mediator, announced that minimums for men and women will be 50 and 42½¢ respectively. A tremendous concession is the agreement to abolish piece work pay rates Sept. 1.

The outcome of the Heinz negotiations was not so fortunate. An impasse was reached early in the negotiations when the company refused to go beyond its offer of a 10% raise. This substantial increase was not acceptable to the union because it already had been granted to the company union when the strike was in progress. It was the contention of the union that this was really not a raise since it already had been granted; the company insisted that it was a raise. The Alliance representative at the conference sided with the men. Union officials in view of statements made during the strike by the company union took the position that acceptance of this offer might cause the legitimate union to lose face.

However, last week the union officials took the offer to the men in a mass meeting. The workers, wanting peace, agreed to accept the terms, but for no definite period and they refused to sign a contract with the company. Certain adjustments were made in the matter of wages and overtime.

The Heinz Labor controversy was the first one in which the Catholic Radical Alliance was a major factor. Officials of the union and partisans of the company agree that the intervention of the Alliance on the part of the workers turned the tide, bolstered the workers' morale and enabled the legitimate union to win the election. The union in the Heinz plant is A. F. of L. Canning and Pickle Workers Union, Local 325.



In the Loose-Wiles strike the Alliance was also a major factor. On recommendation of the Alliance, Rev. Thomas B. Lappan, director of the Society of St. Vincent de Paul, had the society aid upwards of thirty families of strikers whose low wages and many children had not enabled them to save. Advice, encouragement by the Alliance is said to have helped keep the strikers together over the six weeks grind.

On the invitation of Jack Schulter, CIO organizer, a representative of the Alliance addressed a mass meeting of the United Electrical and Radio Workers of America in Labors non-Partisan League Headquarters yesterday. The Alliance is lending its support to the drive being made by that organization to enroll local utility workers.

[fol. 85]

RESPONDENT'S EXHIBIT No. 3

Case No. VI-C-81—Filer November 22, 1937

H. J. Heinz Company—Pittsburgh Plant

June 21, 1937.

To All Foremen & Foreladies:

We have had two meetings recently, entirely devoted to the subject of your relationship with the employees under your direction, and have tried to make it very clear to you that you must give considerable thought to your relationship with these employees.

Every employee must be treated the same as any other employee, and while we have always operated on this principle, special stress must be laid on this point at this time, due to the recent disturbance in our industrial relationship, which has resulted in two groups of our employees becoming antagonistic to each other. This results in a strained relationship, not only between these two groups of employees, but between each of them and the Management, and unless you recognize this changed condition and conduct yourself so that no one feels that they are being slighted or in any way imposed upon, we are fearful that the present unsatisfactory condition will persist.

On the other hand, if you do have a sympathetic understanding of the condition and handle it in the right manner,

you can do much to bring the people together in happy relationship one with the other and also the Management. Only by being honestly impartial and disinterested can you hope to bring this about, and we again urge you to direct your efforts to this end.

This is especially true in the case of transfers or temporary layoffs where the person involved naturally is apt to feel that some discrimination is being used in their case, and you must be careful to explain to them just what you are doing and why you are doing it, so that they do not take offense but realize that the action is taken because the operation of the business demands it and not because someone does not like them or their actions.

These statements apply to relationship with all our employees, as it is our aim and should be yours to see that every employee gets a square deal regardless of which group he has affiliated himself with.

Complaints have reached us from the members of the two groups in our factory about occurrences which we feel [fol. 86] should not give rise to complaint if the person involved had understood why certain things were done.

The National Labor Relations Board called our attention on Saturday — two more complaints that, while they were rather trivial, did indicate just how careful you must be in talking to the employees, no matter how friendly you may feel toward them. The complaints had to do with statements made to our employees by two foremen, which statements were resented by the employees to the extent that they reported them to the Labor Board. Investigation indicates that both statements were made in a kidding manner without the foremen being aware that any resentment would be taken to the conversation, but it indicates clearly that all kidding and joking with employees under your direction must stop, as they seem to get upset now at things you say to them that ordinarily in the past would have been laughed at.

We must insist that you do not talk to employees, except about their work, and you must treat them all just as fairly as it is humanly possible to do.

Nothing we have said in the above should be taken to mean that discipline should be disregarded. Employees should be required to make an honest effort to discharge their duties, and it is still your function as foremen to

properly instruct and guide their activities, but you must do this in a manner that will not be misunderstood or give rise to any suspicion that you are playing favorites among the group of employees under your supervision.

Howard G. Heinrich, Superintendent.

[fol. 87]

RESPONDENT'S EXHIBIT No. 4

Case No. VI-C-81—Filed November 23, 1937

I understand that yesterday the petition most of you signed expressing willingness to join the Heinz Employees Association was stolen. This I consider to have been an act in direct opposition to the wishes of you people as expressed by your signatures. I just want to take this opportunity to tell you that whatever your wishes are they will be protected, whether you want to join the Heinz Association or the A. F. of L. which none of the men are interested in. No law has ever been passed giving anyone the right to steal, to threaten either bodily, or property violence or threaten loss of a job. I will personally do all I can to protect each one of you, and assure you of your right to express your wishes in a peaceful way. These are rights we all have as citizens of U. S. A.

In the last few days you have all heard rumors of all kinds. I have heard a few also. You all know that rumors of any kind are not reliable, and often are in direct contradiction to the truth.

Now I want to tell you a few things that are true. Understand I am speaking now only as an individual and not as a representative of H. J. Heinz Co.

Among other rumors I have heard it said that if the Employees Association gains a majority of members that wages will be cut. Now that is not true. You all know that with the return of good times wages have been raised, this over the past two years. Now your wages and mine depend largely on how profitable the business is. If times continue good, I have no doubt that wages will continue to advance.

Other rumors and threats have been circulated in attempts to intimidate you and coerce you into doing something your better judgment does not sanction. Many of these are deliberate lies told deliberately to influence you. All I have to say is weigh in your own minds whatever you

hear. Pick out the truth and cling to it, believe in it and be willing to defend it.

Getting back now to the paper which was stolen. I think it only fair that you should all be again given the opportunity to show that you want to join the Association of Heinz Employees. Marie Ball is here with the paper and [fol. 88] all of you who signed before may now sign again in perfect confidence that you will be protected in your right to express your opinions as you see fit.

Any of you who did not sign may also sign at this time if you wish. Also if there are any who wish to join the Butchers Union in the A. F. of L. or any other union, I want to assure you that I offer the same personal protection to them. You all have a right to do as you see fit in joining any organization.

If there are any who want to join the A. F. of L. I am sure there are men here who will take care of them and see that they get signed up. Those who want to back up the Heinz Employees Association as they did yesterday can step up to the desk and sign the paper.

R. W. Locke.

4/30/37—12:50 p. m.

[fol. 89]      RESPONDENT'S EXHIBIT No. 5

Case No. VI-C-81—Filed November 24, 1937

Official Organ of Canning & Pickle Workers Union,  
October, 1937

Dance  
and Entertainment  
Benefit H. J. Heinz Strikers

Bohemian Hall  
1000 Vinial Street, North Side

Tuesday, June 1st, 8 P. M.

Music by Popular Swing Orchestra

Admission 25c

Auspices: Canning and Pickle Workers Local 325

(Over)



**Solidarity Forever**

(Tune: Battle Hymn of the Republic)

(1)

The workers learned their lesson now  
 As everyone can see.  
 The workers know the bosses are  
 Their greatest enemy.  
 We'll fight and fight until we win  
 Our final victory.  
 For One Big Solid Union

Chorus

Solidarity forever!  
 Solidarity forever!  
 Solidarity forever!  
 For the Union makes us strong!

(Over)

[fol. 90]

RESPONDENT'S EXHIBIT No. 6

Case No. VI-C-81—Filed November 24, 1937

Official Organ of Canning & Pickle Workers Union,  
 October, 1937.

**Heinz Grievance Committee Acts on 25 Cases**

This committee handled twenty-five cases so far. Nineteen, concerning general complaints throughout the factory have been settled to the satisfaction of the employee and the grievance committee.

Three cases concerning wages have not been settled as due to circumstances surrounding the cases.

There were three instances where persons broke rules which resulted in their dismissal. These three men were reinstated at the insistence of the Union.

The committee would like anyone who has a complaint to take it to the steward of his or her department who will then represent you in dealing with your foreman. If you are not satisfied, come up to the grievance committee who will then deal with the Company's representative.

We also want our members to feel that at any time they make a complaint it may not only satisfy themselves but may alter conditions which have been overlooked in the past. All we ask of a person making a complaint is to have all the facts and names of persons concerned as it helps us to arrive at an early adjustment.

Members of the grievance committee will be present at all regular meetings to answer any questions or complaints that you may have. So attend each meeting and show the Company that good Union members can cooperate 100%.

#### Agreement Between H. J. Heinz Company and Local Union 325 Explained in Brief

After nine weeks of negotiating between the H. J. Heinz Company and the Canning and Pickle Workers Union, Local 325, an agreement was finally reached and posted on the bulletin boards in the Pittsburgh plant on August 13, 1937.

This agreement, printed elsewhere in the paper is not entirely satisfactory to the Union but is a step in the right direction. The Union wanted a signed contract, but while [fol. 91] negotiations were in progress the large steel companies of Ohio and Pennsylvania refused to sign any contract with their unions and the Heinz Company, taking their cue from them also stubbornly refused to affix their signature to the agreement. However it is posted prominently on all bulletin boards and this indicates a spirit of co-operation which, we hope, will be as binding as if — were signed by both parties.

The most important clause is the one dealing with wages. This provides a 10% increase for all workers so that the minimum wage is \$.60½ for men and \$.45 for women, with two exceptions. These exceptions are for boys under 21 years of age who do not perform men's work and for those who are too old or not capable to work at a regular job and are given a "pension" job rather than be laid off permanently. These two clauses have caused some trouble but the grievance committee has taken care of those cases brought before them.

In the section dealing with working hours, the work week is scheduled from Thursday to Wednesday. This is some new wrinkle thought up by the Manufacturers Association so as to avoid the paying of overtime should it be necessary

to work on Saturday. Starting the week on Thursday rather complicates things in general and has caused much dissatisfaction and criticism.

The section dealing with perishables is subject to the new state law which went into effect on September 1, 1937 for women and will be enforced for men on Dec. 1, 1937. This law will be explained in full detail in a later issue.

Time and one-half will be paid for all Sundays and holidays as noted, except for the few men whose regular work day is Sunday, such as engineers, etc.

The seniority clause stating that it shall remain the same as in force as in the past has caused some trouble as the superintendent had been the sole judge as to whom was to be laid off.

The officers of the Union and grievance committee are now working on a plan that will be as simple and just as possible. The Company is cooperating in this and we believe it will be settled in a few days.

Official Organ of Canning & Pickle Workers Union,  
October, 1937

#### Agreement Between H. J. Heinz Company and Local 325

According to the provisions of the National Labor Relations Act, we have bargained with the certified collective bargaining agency for our employees (not including, however, foremen, assistant foremen, who are paid on a monthly basis, policemen, outside truck drivers, office employees, of factory employees paid on a monthly basis) and the following understanding has been reached:

1. Wages. Effective July 1, 1937, a ten per cent (10%) increase shall be made in all rates theretofore established for hourly, piece work and bonus production. No increase in hourly rates, however, shall be less than five cents per hour.

Effective July 1, 1937, the standard minimum hourly rates for male employees shall be 60½¢ per hour and for female employees 45¢ per hour. The foregoing rates are subject to the following exceptions:

(a) New employees for the first three months of their employment may be assigned rates less than the standard rates above mentioned, but such rates shall not be more than five cents (5¢) less than the standard rates.

(b) The Company may, at its option, assign rates less than the standard rates above mentioned to boys under twenty-one (21) years of age, who do not perform a man's work, but such rates shall not be more than five cents (5c) an hour less than the standard rates.

(c) Employees whose age or physical condition prevents them from performing regular production work may be assigned rates less than the standard rates above mentioned. Such rates in each individual case are to be agreed upon by the Company and the individual employee, and the exception is to be used only to provide useful employment for persons who are unable to carry on regular activity. Such rates shall not be more than five cents (5c) per hour less than the standard rates.

Piece-workers are guaranteed their minimum hourly rates each specific piecework job per payroll period. Bonuses and premiums earned upon any particular job shall be retained even though the standard rate is not earned upon a subsequent piecework job during the payroll period.

2. Working Hours: Effective July 1, 1937, the regular [fol. 93] schedule of working hours shall be eight hours per day and forty hours per week for all production and maintenance employees. Time and one-half will be paid for all time in excess of eight hours in any one day and for all time in excess of forty hours in one week. Both daily and weekly overtime shall not be paid for the same hours so worked. The work week shall run from Thursday to Wednesday.

The regular schedule of working hours for watchmen shall be forty-two hours per week and for firemen and engineers forty-four hours per week. Time and one-half will be paid for all time in excess of those hours for such employees. Unless excepted by the provisions hereinafter set forth concerning the handling of perishable agricultural products, all regular production and maintenance employees shall be paid time and one-half for work performed upon Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

In the canning industry, the handling of perishables is necessary during the harvest season, and their delivery and consequent handling depend upon conditions beyond our control. Unless otherwise agreed, no overtime rates of any



kind will be paid to any employees for the performance of work essential to the handling of perishable agricultural products. This exemption from overtime rates is subject to any federal or state regulations which may become effective and nothing herein shall be considered as prejudicial to the right of either the Company or the bargaining agency to take any contrary position to that herein set forth in any hearing or other procedure upon state or federal legislation or regulations.

Employees who are ordered to report for work by the Company and find that no work is immediately available are to be paid for any such waiting time at their regular rate of pay and such time is to be counted as part of their regular work week. In the event an employee is instructed to report for work and is sent home because work is not available, he shall receive a minimum of two hours' pay.

Full time will be paid for waiting time, while the employee is at work, lost due to an interruption or cessation of work by reason of a breakdown of machinery, lack of products, or for any other reason beyond the control of the employees, [fol. 94] provided other employment cannot be found.

Pieceworkers are guaranteed their minimum hourly rates in the situation set forth above when the waiting period exceeds fifteen minutes.

3. Vacations: Each employee upon completing a year of service, and who worked at least forty (40) weeks during such year, shall receive one week's vacation with pay, as soon thereafter as possible, such vacations to be taken in a single period and at a time designated by the Company.

Those who are granted vacations will be paid on their average rate of earnings per hour, whether they be paid on an hourly or piecework basis, for the two pay periods immediately preceding their vacation. The total hours of vacation pay will be forty (40) hours unless the individual employee's regular work shall be more than forty (40) hours, in which event the total hours of vacation pay shall be equal to the number of hours in such employee's regular work week.

4. Seniority: Rules governing seniority heretofore in effect, shall continue.

5. Adjustment of Grievances: It is expressly understood that any individual employee or group of employees shall

have the right, at any time, to present grievances to the Company, and nothing herein shall in any way limit or restrict such right. In case of any disagreement, any employee or group of employees has the right to refer the matter to the Canning and Pickle Workers Local Union, Number 325 in accordance with the grievance procedure now in effect between the Union and the Company.

The wage rates and other conditions herein above set forth shall remain in effect until further notice. August 13, 1937.

[fol. 95]           RESPONDENT'S EXHIBIT No. 7

Case No. VI-C-81—Filer November 24, 1937

Attention!

Membership Meeting

All No. 325 Members at Bohemian Hall, 1000 Venial St.

Friday, Aug. 20, 1937, 8:00 P. M.

Notice Regular Meetings

Every 1st and 3rd Friday of the Month

There will be discussions on the contract that is now posted on your Bulletin Board. Come to this meeting for it is very important and for your benefit.

Canning & Pickle Workers Union, Local No. 325, 922 East Ohio St., North Side Pgh., Penna.

[fol. 96] BEFORE NATIONAL LABOR RELATIONS BOARD

Present: J. Warren Madden, Chairman; Edwin S. Smith.

Case No. C-304

In the Matter of H. J. HEINZ COMPANY, and Canning and Pickle Workers' Organization No. 325, Affiliated With Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L.

ORDER TRANSFERRING PROCEEDING TO NATIONAL LABOR RELATIONS BOARD—December 1, 1937

A hearing having been duly held in this proceeding before a Trial Examiner duly appointed, and the Board deeming it necessary, in order to effectuate the purposes of the

National Labor Relations Act, that the proceeding be transferred to and continued before it,

It is Hereby Ordered in accordance with Section 37 of Article II of National Labor Relations Board Rules and Regulations—Series 1, as amended, that this proceeding be transferred to and continued before the Board.

By direction of the Board:

Nathan Witt, Secretary. (Seal.)

[fol. 97] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304

In the Matter of H. J. HEINZ COMPANY, and Canning and Pickle Workers, Local Union No. 325, Affiliated With Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor

Mr. Robert H. Kleeb, for the Board.

Thorp, Bostwick, Reed & Armstrong; by Mr. Earl F. Reed, Mr. Donald W. Ebbert, and Mr. R. G. Bostwick, of Pittsburgh, Pa., for the respondent.

Mary Lemon Schleifer, of counsel to the Board.

### Decision and Order

#### STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Canning and Pickle Workers, Local Union No. 325, herein called the Union, the National Labor Relations Board, herein called the Board, by Charles T. Douds, Regional Director for the Sixth Region (Pittsburgh, Pennsylvania), issued its complaint, dated October 26, 1937, against H. J. Heinz Company, Pittsburgh, Pennsylvania, herein called the respondent. The complaint alleged that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Sections 8 (1), (2), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint alleged, in substance, that the respondent had dominated and interfered at the Pittsburgh plant with the formation and administration of a labor organization known as the Heinz

Employees' Association, herein called the Association, and had contributed financial and other support to it; had refused to bargain collectively in good faith with the Union [fol. 98] which had been selected as collective bargaining agent by a majority of the employees in an appropriate unit at the Pittsburgh plant; and by these and other acts had interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in section 7 of the Act. Copies of the complaint and accompanying notice of hearing were duly served upon the respondent, the Union, and the Association.

On November 6, 1937, the respondent filed an answer to the complaint, in which the respondent denied that it had engaged in or was engaging in any unfair labor practices affecting commerce within the meaning of the Act, and prayed that the complaint be dismissed.

Pursuant to notice, a hearing was held in Pittsburgh, Pennsylvania, on November 15, 16, 17, 18, 22, 23, 24, and 26, 1937, before J. Raymond Walsh, the Trial Examiner duly designated by the Board. The respondent and the Board were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

The respondent's motion to dismiss set forth in the answer was not renewed at the hearing and no ruling has been made upon it. The motion is hereby denied. At the beginning of the hearing, counsel for the Board moved to amend the name of the Union, designated in the pleading as Canning and Pickle Workers' Orzanization No. 325, to Canning and Pickle Workers, Local Union No. 325. The record does not indicate that any ruling was made on the motion. The motion is hereby allowed. Numerous motions and objections to the introduction of evidence were made during the course of the hearing by counsel for the respondent and counsel for the Board. The Board has reviewed the rulings of the Trial Examiner on motions and objections and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On December 1, 1937, the Board, acting pursuant to Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered the proceeding transferred to and continued before the Board.



Upon the entire record in the case, the Board makes the following:

[fol. 99]

#### FINDINGS OF FACT

##### I. The business of the respondent

H. J. Heinz Company, a Pennsylvania corporation, is engaged in the production, sale, and distribution of food products. The principal offices and main plant of the respondent are in Pittsburgh, Pennsylvania. Branch plants of the respondent are located in Ashbridge, Chambersburg, and Sharpsburg, Pennsylvania; Princeton, Indiana; Muscatine, Iowa; Henderson, Kentucky; Holland, Michigan; Salem, New Jersey; Madina, New York; Bowling Green and Fremont, Ohio; Winchester, Virginia; and Leamington, Ontario, Canada. In addition, the respondent maintains 89 stations for receiving food products located at various points in Colorado, Indiana, Michigan, Wisconsin, and Canada. Fifty-three salting stations, where in addition to receiving food products some initial treatment of the products takes place, are maintained by the respondent at various places in Colorado, Indiana, Michigan, Wisconsin, and Canada. The respondent has sales offices in 45 principal cities of the United States and 5 cities in Canada. The respondent is the parent of five subsidiary corporations, one of which is an English and another a Spanish corporation.

Approximately 76 per cent of the total value of raw materials used in the Pittsburgh plant of the respondent originate outside the State of Pennsylvania and approximately 78 per cent of the products of the Pittsburgh plant are shipped outside the State of Pennsylvania.

##### II. The labor organizations involved

Canning and Pickle Workers, Local Union No. 325, is a labor organization, chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor. Although the record is not clear, membership in the Union is apparently limited to employees of the respondent engaged in production and maintenance, exclusive of supervisory, managerial, and clerical employees.

Heinz Employees' Association is a labor organization, not affiliated with any other labor organization. It admits to

membership employees in the Pittsburgh plant of the respondent, except office employees, foremen, department heads, or those employed in a supervisory capacity with authority to hire and discharge.

[fol. 100]     III. The unfair labor practices

A. Background of the unfair labor practices

In January 1937, a group of employees in the respondent's Pittsburgh plant requested the Amalgamated Meat Cutters & Butcher Workmen of North America, herein called the Amalgamated, to aid them in forming an organization within the plant. No organization existed among these employees prior to this time. Conferences and secret meetings were held by the interested employees until April 1937, when an open drive for organization began and public meetings were held. On May 11, 1937, the Amalgamated granted a charter to the Union.

During April and May, 1937, coincident with the open drive for membership by the Union, an organization known as Heinz Employees' Association also began a drive for members. Bitter rivalry existed between the two factions in the plant.

On May 21, 1937, Frank Kracik, international representative of the Amalgamated, met with H. N. Riley, a director of the respondent in charge of manufacturing. Kracik gave Riley a copy of a contract proposed by the Union and asked for a further meeting for the purpose of negotiating a contract. Riley agreed to meet with the representatives of the Union for this purpose on May 24, 1937.

On the morning of May 24, representatives of the Association called Riley and also asked for an appointment to negotiate a contract. Riley met both groups during that day.

At the meeting with the Union, which was the first of the two meetings, Riley demanded proof of the Union's claim that a majority of the employees at the Pittsburgh plant had chosen the Union to represent them and that it was entitled, therefore, to act as the sole collective bargaining agent. No method of determining this fact was decided upon since the Union was unwilling to reveal the identity of its members. The meeting adjourned upon Riley's ac-

ceding to the Union's request that it be given 24 hours to show the extent of its membership.

At the meeting with the Association Riley likewise demanded proof from the Association to substantiate its claim that the Association had been selected collective bargaining agent by a majority of the employees at the Pittsburgh plant. The Association offered to show the respondent petitions authorizing the Association to act as collective [fol. 101] bargaining agent which, it alleged, had been signed by a majority of the employees at the Pittsburgh plant. Riley refused to examine the petitions, stating that he did not wish to know which employees had joined either group. Riley informed the Association's representatives that the Union likewise claimed to have been selected as collective bargaining agent by a majority of the employees and suggested the advisability of a secret election, a method which had been discussed with the representatives of the Union. The meeting adjourned without any decision being made upon how the conflicting claims of the two organizations should be resolved.

On the same night, apparently dissatisfied with the prospective delay in recognition, the Union voted to strike; the strike being put into effect immediately. During the following 4 days the Mayor of the City of Pittsburgh attempted to settle the strike by securing the consent of the respondent and the two organizations to an election. The Union, claiming that the respondent had dominated and interfered in the formation and administration of the Association contrary to the provisions of the Act, was unwilling to consent to an election if the name of the Association was put on the ballot. The Union indicated its willingness to have an election in which the employees would choose whether or not they wished the Union to represent them, but this suggestion was not acceptable to the respondent or to the Association.

At the end of 4 days, when an apparent impasse had been reached, the respondent requested the Association to present its petitions for examination. On the morning of May 29, 1937, the respondent issued a public statement, announcing that it had examined and counted the signatures on the petitions; that the petitions had been signed by 1,383 employees, which constituted more than a majority of the approximately 2,000 persons employed at the Pittsburgh

plant; and that the respondent would enter into collective bargaining with the Association as the sole representative of the employees in the plant.

Negotiations between the respondent and the Association for the following 3 days resulted in an agreement being reached between the parties concerning wages, hours, and working conditions. The terms of the agreement were incorporated in a bulletin which was mailed by the respondent [fol. 102] to each of its employees on June 1, 1937. The strike, however, continued and prevented the resumption of operations within the plant.

Shortly thereafter the Union sought the aid of various Federal and State mediators. On June 4, 1937, all parties agreed in writing to an election to be conducted by the Regional Director of the National Labor Relations Board for the Sixth Region. Under the terms of the agreement both the Union and the Association were to be on the ballot, the respondent agreeing that it would recognize the organization receiving a majority of the votes cast and within 10 days after announcement of the results of the election commence negotiations with such organization for the purpose of reaching an agreement relating to wages, hours, and working conditions. The Union's consent, however, was qualified by a stipulation simultaneously entered into by all the parties that the holding of the election would not prejudice the right of any party who had filed "affidavits" before the Board. This stipulation was intended to allow the Union to continue the prosecution of charges which had been filed by it with the Regional Director for the Sixth Region on May 27, 1937, and which alleged, inter alia, that the Association was a company-dominated union.

The election was held on July 8, 1937. Out of 1,930 votes cast, the Union received 1,079, the Association 803; 3 ballots were void and 45 challenged. The plant was reopened shortly after the holding of the election.

Pursuant to its agreement the respondent entered into negotiations with the Union, the first meeting being held June 17, 1937. Numerous conferences between the parties culminated on August 15, 1937, in the posting of a bulletin on bulletin boards throughout the respondent's plant stating that an "understanding" had been reached concerning enumerated provisions relating to wages, hours, and working conditions.



### B. Interference, restraint, and coercion

Unveiled hostility by the respondent's supervisory officials greeted the employees in their attempts to organize. That such an attitude was not unexpected is indicated by the fact that from January to April the activities and meetings of the Union had been carried on in secret.

Five employees testified that Heinrich, superintendent of the Pittsburgh plant, talked to them during April about [fol. 103] unions. Heinrich is alleged to have told three of the witnesses that he had been informed they had attended a Union meeting, and to have then pointed out to them the benefits they had received in working for the respondent. In the case of another of the five, Heinrich is alleged to have stated, in addition to pointing out the benefits of working for the company, that the employee would not fare so well if a union came into the plant. Heinrich denies that he made such statements. His unqualified denials of any anti-union activities are not convincing under the facts of this case.

Locke, foreman of the bean building, and Vajentic, a foreman of one division of the bean building, are also charged with expressing sentiment against the Union. Locke is alleged to have stated to Maternick, an employee, that he understood Maternick was "one of these Bolsheviks"; to have asked Maternick and Ahel, another employee, what they would "get from a union"; and to have told Ahel that he would be sorry he had joined the "outside" union. Locke's denials, in the light of his other activities set forth below, are likewise unconvincing. Vajentic was not called by the respondent; there is, therefore, no denial of testimony, which seems credible to us, that Vajentic asked Canjar what he was trying to do to the respondent by attending a Union meeting the night before; that the company had always been good to him and that if the Union came in he would lose his insurance and social security; that Vajentic told Maternick that if the Union came in, Howard Heinz would shut down the plant rather than deal with it; and that Vajentic told Vilha, another employee, that if a union was organized in the plant it might cause all of them to lose their jobs.

Hayes, also a foreman, is alleged to have told Frank Koontz, "Don't be like that dumb brother of yours. If anyone asks you to join the outside union, tell them to

go to hell"; to have told John Koontz that the Union president was getting "\$5 a head" for every member signed up in the Union; and to have asked John Warnick, what he thought of his "dumb buddy" who "after having 13 years of service with the H. J. Heinz Company, he turns around and signs up with an outside union" which "is led by a foreigner that hasn't even got a citizen's paper." Hayes' denials of having made each and everyone of the numerous statements are particularly unconvincing.

[fol. 104] Brooks, a foreman, and Schirer and Fisher, foreladies, were not called to deny that they had engaged in similar anti-union activities attributed to them by witnesses at the hearing.

The above instances are cited merely as examples of the respondent's interference, restraint, and coercion of employees in their rights to self-organization. Many other instances, even though denied, are clearly proved by the testimony.

We find that the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### C. Domination and interference with the formation and administration of the Association

During the time this coercion and interference with the right of employees to self-organization was being exercised, the Heinz Employees' Association first appeared in the plant. Bennett, a mechanic in the can department, testified that he conceived the idea in January, 1937, of forming an "inside" organization for the purpose of keeping any other organization out of the plant and to prevent strikes. Bennett testified that at that time he solicited and secured aid in forming the organization from Frank Kirschner, William Ubrey, and John Ubrey, all machinists, and Eddie Grznowski,\* an inspector and repairman. We do not consider this testimony wholly convincing, even though the other four named as co-originators testified to the same facts, since the record does not indicate a single instance in which any other person was solicited to join the Association prior to April, 1937.

Beginning in April and continuing in May, petitions, in

\* Known as Eddie Kranz.

which the signers authorized the Association to act as collective bargaining agent, were circulated among the employees while at work in the plant. The five employees named as the originators of the organization were active in circulating the petitions. Other employees, many of them group leaders or departmental timekeepers, were also active in soliciting signatures to the petitions.

It is not contended that departmental timekeepers occupy supervisory positions. Much testimony was adduced by the Union and the respondent as to the character of the position [fol. 105] of group leaders, the Union contending that they are supervisory employees, the respondent that they are not. The evidence shows that each main division of the Pittsburgh plant has a foreman. Each subdivision, in turn, has foremen and foreladies who are directly responsible to the foremen of the main divisions. Groups of employees in each subdivision are further supervised by group leaders. All foremen and foreladies receive a salary and devote themselves exclusively to supervisory work. Group leaders are paid hourly, do not attend foremen's meetings, and work with the employees whose work they supervise. The respondent contends that group leaders are not supervisory employees because they have no authority to hire or discharge employees. This criterion is not conclusive in the determination of the supervisory character of the position of group leaders under the system of operation employed. The record indicates that all hiring in the Pittsburgh plant is done through the employment office and that even foremen of main divisions cannot discharge an employee without authority, in each instance, from the superintendent. More significant is the testimony of employees who state that group leaders are their "bosses" because they give orders which must be obeyed. Certain group leaders testified that the foremen held them responsible for the work performed by their groups. Significant also is the testimony of Greenier, a group leader who was active in soliciting members for the Association, who testified that when Frank Koontz asked Greenier to join the Union, Greenier "ordered" him back on the conveyor, Heinrich, likewise, admitted the supervisory character of group leaders by testifying:

"Offhand I would say (there are) probably 250 that you would call supervisors in a sense . . . just the fore-

men and foreladies are salaried; the others are all hourly workers."

Moreover, it is unnecessary for us to decide whether or not group leaders occupied positions of such supervisory character that their actions alone would bind the respondent. There is evidence in the record of illegal activities by employees whose supervisory capacity is not denied.

It is denied by the foremen and foreladies of some departments [fol. 106] that they knew of the activities carried on during working hours in behalf of the Association. In other departments, whether or not knowledge is denied by supervisors, it is apparent that they could not have been unaware of what was being done. The activities of Armstrong, an employee, in addition to showing the participation of one foreman in the affairs of the Association, may be cited as an example of how openly these activities were carried on. On April 27, Brooks, foreman of the main division in which Armstrong worked, assembled 40 to 50 employees in the division and addressed them from 20 to 30 minutes during working hours. Brooks announced that he was not speaking for the company, that his remarks represented his personal opinion. He pointed out the amount of money collected by the American Federation of Labor and the salary paid to President Green and stated that the employees should not join that type of union. Brooks also stated, "Now, I am not trying to influence you in any way, but why not have a union of our own here?"

The following morning Brooks sent for Armstrong and asked Armstrong what he thought of unions. Armstrong replied that he wasn't in favor of them, and Brooks expressed pleasure at his attitude. In the afternoon of the same day, Grankowski, previously mentioned as one of the five originators of the Association, gave Armstrong several petitions and directed him to begin getting signatures immediately. When Armstrong protested that he was supposed to be working, Grankowski replied that his foreman would let him go. Armstrong on that day and for about 2 to 3 hours per day for an entire week circulated through the entire building getting signatures. Armstrong's work required his presence constantly at a machine. He testified that not only did Mozeyka, his immediate foreman, not object but that Mozeyka placed another employee on the



machine to substitute for Armstrong while he was securing the signatures. Neither Armstrong nor other employees engaged in soliciting members for the Association were docked for the time spent in those activities.

On the second day during which Armstrong solicited members for the Association, he was stopped in another department by a foreman who asked whether Brooks knew what he was doing. Armstrong then went to Brooks and told him that he was getting signatures to the petitions. Brooks examined the petitions and remarked, "Yes, I have seen [fol. 107] them. All right." Three or 4 days later Brooks called Armstrong into the office and stated, "This thing isn't moving fast enough. The names aren't coming in fast enough. Why don't you get some help? For instance, get Andy Hubstenberger from the first floor and Louis Beniquista and Andy Porack from the seventh floor." Armstrong, who testified that he considered he had been given a promotion by being requested to secure signatures to the petition, secured the aid of two of the three employees suggested. The respondent failed to call Brooks or Mozeyka to the stand, and Armstrong's testimony is undenied on the record.

Locke, a foreman previously mentioned as having expressed antipathy to the Union, likewise assembled the employees in his department. Locke read them a prepared statement in which he stated that the petitions which most of them had signed the day before expressing their willingness to join the Association had been stolen. Locke stated that he was speaking "as an individual of H. J. Heinz Company"; that he had heard many rumors, among others, that if the Association gained a majority, wages would be cut; that such a statement was untrue, wages depended largely "on how profitable business was." Locke also stated that he considered it only fair that the employees "should all be again given the opportunity to show that you want to join the Association of Heinz Employees," and announced that a petition would be placed on the timekeeper's desk "where all of you who signed before may now sign again in perfect confidence that you will be protected in your right to express your opinions as you see 'fit' and where 'anyone of you who did not sign may also sign at this time if you wish.'" Locke's sentiment was not obscured by his statements that the employees' wishes "will

be protected, whether you want to join the Heinz Association or the A. F. of L., some of the men are interested in" and "if there are any who wish to join the A. F. of L., I am sure there are men here who will take care of them and see that they get signed up." Locke made no effort to secure someone to take signatures for Union membership, but he did stand near the timekeeper's desk while the Association's petition was being signed.

Andy Vajentic, foreman in the bean baking department, was not called to deny that he solicited Belovitch, Martof, [fol. 108] and Mariae to join the Association. Dominic Vajentic, a brother of the foreman, does not deny that he openly solicited signatures to the petitions in Andy's department.

Maurice Shindler is a highly skilled machine designer who, although not shown to have any supervisory power, occupies a position of such character as entitles him to eat in the cafeteria reserved for officers and foremen. Shindler testified that on the evening of May 20, while he was having dinner in the cafeteria, Hayes, general foreman, came in and sat down beside him. Shortly afterwards Paliveda and Skertish, and two other foremen whose names he did not know, came in and joined Hayes, Shindler testified:

"After being seated and greetings exchanged, Hayes said to Paliveda 'How did you make out?' Paliveda began to enumerate that he spoke to a certain girl, and she informed him that she had signed up with the outside union, wouldn't have anything to do with the inside union. He talked to her, he said, the best he could. And he said, 'Hayes, do you remember how she came and begged for a job, and the father also implores us to put her on, and now she shows her gratitude by joining the outside union.' And the whole tone of the conversation was that Mary this or Molly this, I saw her. She has joined the outside union. I have talked to her. I did the best I could. I couldn't do anything. Others I have neutralized. Others have paid their initiation fee.' And during the course of the conversation he mentioned that he had seen all of the 26 names on the list that Hayes gave him and had talked to them."

"Mr. Skirtish also reported in the same vein."

Hayes, Palevda and Skertish each denied that this conversation took place. Shindler seems a very credible wit-

ness, however. Paliveda is unconvincing. Skertis testified he couldn't have made such a report, "because Mr. Heinrich, the superintendent, wanted me not to talk unions or to have anything to do with them." We consider Hayes' denial, viewed in the light of his consistent denials that he engaged in any of the activities to which numerous witnesses testified, unconvincing.

It is clearly established that Hargraves, a salaried employee [fol. 109] who is described as the respondent's "good will man," was active in the Association during this time, although he resigned from membership when the Association's constitution and bylaws, which exclude salaried employees from membership, were adopted. Shindler also testified that he overheard Hargraves asking one of the stenographers in the respondent's office to take the minutes at an Association meeting, and that when she refused, Hargraves stated he has absolute proof that the Union "was organized by Croation Communists who are getting orders from Moscow." Hargraves was not called as a witness by the respondent.

Although there is additional evidence, the testimony discussed is sufficient to show that the respondent through its supervisory officials has dominated and interfered with the formation and administration of the Association and contributed support to it; and we so conclude.

Counsel for the respondent took the position at the hearing that even if such fact were established, "it all happened in April and May, and whatever damage, if any, was done, was all cured by an election." We do not so view the situation. Bennett, president of the Association, testified that at the time of the hearing the Association had between 1,050 and 1,100 dues-paying members; that since the election the Association had existed for the purpose of carrying on social functions; but as to the future "you can never tell."

Whether the continuance of the Association and its apparent gain in members since the election are due to the impetus given to it by the respondent during April and May, or to the fact that it is continuing to receive aid from the respondent, we do not know. As long as the Association continues, it remains the respondent's weapon against its employees' free exercise of their right to self-organization and to join a union of their own choosing.

We find that the respondent has dominated and interfered with the formation and administration of the Association



and contributed support to it; and that by these activities the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

[fol. 110] D. The refusal to bargain collectively

### 1. The appropriate unit

The complaint alleges that all of the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining. This is the unit which, by agreement of the respondent, the Union, and the Association, was used as the basis of the consent election held on June 8, 1937. Supervisory, clerical or office help, and salaried employees are normally excluded in an industrial unit; their exclusion therefore needs no further comment. Outside truck drivers were excluded on the grounds that they are members of Local 249 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, likewise affiliated with the American Federation of Labor, and have dealt with the respondent as a separate unit. We see no objection to their exclusion for these reasons.

We find that all of the employees at the Pittsburgh plant of the respondent, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining, and that such a unit insures to the respondent's employees the full benefit of their rights to self-organization and otherwise affectuates the policies of the Act.

### 2. Representation by the Union of a majority in the appropriate unit

As previously stated the Union received 1,079 votes out of a total of 1,930 ballots cast in the consent election held on June 8, 1937, by the Regional Director for the Sixth Region. There is no evidence in the record as to the desires of a majority of the employees since that time, except the statement that at the time of the hearing the Association had approximately 1,050 to 1,100 dues-paying members. Since by the statements of the Association's president, the Association has existed since the election solely for social purposes, such membership is not inconsistent with the



desire of a majority of the employees to have the Union represent them for the purposes of collective bargaining. Moreover, we can not consider membership in the Association as a free will act because of our finding that the Association [fol. 111] was dominated by the favoritism shown to it by the respondent. In the absence of evidence to the contrary there is a presumption that a majority of the employees continues to desire the Union to represent them.\*\*

We find that on June 8, and thereafter, a majority of the employees in the unit which we have found appropriate had designated and selected the Union as their collective bargaining agent and that, pursuant to Section 9(a) of the Act, the union was the exclusive representative of the employees in the appropriate unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

### 3. The refusal to bargain

As previously indicated, negotiations between the Union and the respondent looking to an agreement concerning wages, hours, and conditions of employment began on June 17, 1937. At the six or seven meetings which were held between June 17 and 28, the respondent was generally represented by Riley, Robert O. Shinabarger, a director who is assistant to S. Mueller, one of the vice presidents of the respondent, and Donald W. Ebbert, an attorney. At these conferences the subject matter of discussion between the groups was largely confined to the provisions of a proposed contract which had been submitted by the Union to the respondent on June 17. The contract was in the form of a bilateral agreement, the first paragraph of which provided that it was an agreement between the respondent and the Union, and provided for the signatures of both parties. The proposed contract also provided that the agreement should be in effect for a period of time, the exact time being left blank.

During the negotiations each paragraph of the contract submitted by the Union on June 17, was discussed, Riley and Shinabarger indicating in some instances that the proposals would not be agreed to by the respondent, and in

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\*\* Matter of United States Stamping Company and Enamel Workers Union, No. 18630, 5 N. L. R. B. No. 29.

other instances that the respondent was unwilling to grant the demands of the Union in their entirety. At no time during this period did Riley or Shinabarger indicate to the Union committee that the respondent was unwilling to enter into a written agreement which would be in effect [fol. 112] for a period of time, though they unqualifiedly stated that other provisions of the proposed agreement, such as the closed shop, would not be accepted by the respondent.

The one issue on which the parties were furthest apart during these discussions related to wage increases. The Union had demanded a 20 per cent increase, with certain minima for men and for women. The respondent had offered an increase of 10 per cent, with lower minima. Although the proposed contract submitted by the Union on May 21 had only asked for a 10 per cent increase, the Union felt that a larger increase was justified in view of the events that had transpired since May 21, the most important of which was that the respondent had agreed with the Association to a 10 per cent increase on June 1, which increase, however, had never been put into effect. The position of Riley and Shinabarger from the beginning of the negotiations was that the respondent would not agree to any increase in excess of 10 per cent.

At the meeting of June 26, neither the Union nor the respondent having receded from their respective positions in respect to wage increases, Wilner, the attorney for the Union, proposed that some higher official of the respondent be present at the next meeting. The proposal was the outcome of statements by Riley and Shinabarger that their actions were subject to the approval of the other directors of the respondent.

In accordance with the suggestion, Hugh C. Anderson, a vice president of the respondent, attended the meeting of June 28. Anderson sat throughout the meeting, which lasted about one and a half hours, without speaking. Wilner then asked Anderson for a statement. Anderson replied that nothing had been stated which had not been previously discussed according to the reports which he had received; that the directors had full confidence in Riley and Shinabarger; that the respondent's offer was a 10 per cent increase and that the Union could "take it or leave it." Wilner and other members of the Union who were present testified that Anderson, in addition, stated that Riley and Shina-

barger had full authority to act for the respondent. Although this is denied by the respondent's witnesses we believe that events which followed reasonably indicate such authority.

The Union, feeling that an impasse had been reached, [fol. 113] again solicited the aid of State and Federal mediators. The respondent refused the suggestion of the mediators that the matter be submitted to mediation but agreed to meet again with the Union representatives on July 1. Again the respondent failed to offer any increase in excess of its original counter-proposal. The Union representatives left this meeting with the intention of submitting the respondent's proposals concerning wage increases, hours, and vacations to the Union membership at a meeting to be held that night. Shortly after the representatives of the Union had left this conference, Riley sent for Kracik, the international representative of the Amalgamated. Kracik returned to the plant, where Riley bluntly informed him that the respondent did not intend to enter into any signed agreement with the Union.

The Union membership agreed at the meeting that night to accept the respondent's counter-proposals, which pursuant to previous agreement, went into effect in the plant on the following day, but as of July 1. On the following day, July 2, at a meeting between representatives of the respondent and the Union, Wilner voiced violent objection to the respondent's position that it would not enter into a signed agreement with the Union. Riley stated that it was the policy of the respondent not to enter into signed agreements with unions and that the respondent did not consider the Act required it to do so. It was finally agreed at this meeting that Wilner and Ebbert should incorporate the terms on which an understanding had been reached in a memorandum.

Some time before July 14, Ebbert prepared such a memorandum, and submitted it to Wilner, who made certain corrections. On July 14, Riley, Shinabarger, and Ebbert, representing the respondent, met with Wilner and other representatives of the Union to discuss the draft which Wilner and Ebbert had agreed correctly expressed the terms on which an understanding had been reached. The committees made certain other changes and all present agreed that Ebbert should prepare a final draft and that this draft should be posted on the respondent's bulletin boards on the following day. It was also agreed that a

copy should be sent by Ebbert to Wilner. While Riley denies that such arrangements had been made, Wilner received a copy of a corrected memorandum from Ebbert on the following day. This fact clearly indicates that Ebbert [fol. 114] likewise understood at the meeting of July 14, that Riley and Shinabarger had agreed to the form of the memorandum and establishes the fact that no indication had been given that their agreement was subject to further action by other directors of the respondent. The memorandum received by Wilner is dated July 15 and entitled "Notice to All Employees." The first paragraph states:

"Following the recent election held under the supervision of the National Labor Relations Board, in which the Canning and Pickle Workers' Local Union No. 325 was selected as the collective bargaining agency for our employees, we have had meetings with a committee from that organization and after several weeks of negotiation, have agreed with them as follows:"

The agreement then set forth certain provisions relating to wages, working hours, vacations, seniority, adjustment of grievances, discharges, safety and health, and concluded with the provision

"The wage rates and other matters hereinabove set forth shall remain in effect until further notice."

The copy received by Wilner contained at the end the type-written signature of the respondent.

Wilner, upon being notified during the day that the memorandum had not been posted in the plant, called Ebbert for an explanation. Ebbert stated that Anderson had objected to the memorandum and, in addition, felt that it should be submitted to Howard Heinz, president of the respondent, who was then out of the city, before it was posted.

On July 23 or 24, Ebbert informed Wilner that Heinz had seen the memorandum, and wished to rewrite it in its entirety and that no further action could be taken at that time.

On July 29 or 30, Ebbert submitted to Wilner a bulletin which had been prepared by Heinz. This bulletin differed materially from the one which had been agreed upon on July 15. It was entitled:



**"Labor Relations Bulletin, Pittsburgh Factory, H. J. Heinz Company"**

The opening paragraph read: x

"According to the provisions of the National Labor Re-  
[fol. 115] lations Act, we have bargained with the certified  
collective bargaining agency for our employees (not includ-  
ing, however, foremen, assistant foremen, who are paid on  
a monthly basis, policemen, outside truck drivers, office em-  
ployees, or factory employees paid on a monthly basis)  
and the following understanding has been reached:"

In no place in the bulletin was the Union named nor did the signature of the respondent appear at the end. The body of the bulletin constituted a complete rewording of the memorandum of July 14. Material changes had been made, also, in the substantive provisions. The bulletin eliminated all details concerning the procedure to be followed in the handling of grievances, eliminated the right of the Union to aid in the determination of wage rates for certain employees excepted from the standard rates, made overtime payable for the time worked in excess of 44 hours a week, instead of after 40 hours as stated in the memorandum, provided that overtime rates should not apply to the handling of perishable products, an exception which the memorandum of July 14 stated had not been "agreed" to by the Union, and made rates for beginners payable for 3 months instead of for 1 month as provided in the memorandum.

On July 31, 1937, Wilner met with Ebbert and Bostwick, attorneys for the respondent. Wilner protested against the procedure which had been followed by the respondent throughout the negotiations and the bulletin as prepared by Heinz in particular. Wilner stated, however, that decision would be up to the Union and that he would refer the bulletin prepared by Heinz to the Union.

The next meeting held between any of the interested parties occurred on August --. The delay in this instance alone is not attributable to the respondent. Riley, Shinabarger, and Bostwick represented the respondent at this meeting. The representatives of the Union voiced great dissatisfaction with the bulletin on several grounds, particularly the elimination of the name of the Union in the introductory paragraph and elimination of the details concerning the

procedure to be followed in the handling of grievances. Representatives of the respondent stated that both changes had been made by Heinz because he wished to reduce the length of the bulletin. Although it was pointed out that the [fol. 116] name of the Union was no longer than the phrase "certified collective bargaining agency for our employees," the respondent's representatives refused to agree to the change. In only two material particulars did the respondent's representatives agree to a revision. The payment of overtime for work in excess of 44 hours a week was changed to payment for work in excess of 40 hours, and the name of the Union was put in the paragraph relating to grievances. At the conclusion of the meeting, the representatives of the Union agreed that the bulletin should be posted on the bulletin boards of the respondent. The bulletin was posted by the respondent on August 15, On August 17, Tasker, business agent of the Union, wrote the following letter to Riley:

"This is to advise you that the notice you have posted on your bill-board does not in our opinion constitute an agreement within the intent of the memorandum of understanding entered into by and between our Union and you on June 4, 1937, nor is it evidence of bona-fide collective bargaining within the meaning of that understanding or the National Labor Relations Act.

"Nevertheless, we realize that the concessions gained for the employees of the H. J. Heinz Company were the direct results of our efforts and we are anxious to conserve for the Heinz employees the benefits which they so richly deserve and for which we strove so hard.

"We, therefore, do not object to you (sic) posting of the notice but intend to lay this matter before the National Labor Relations Board in order to have that impartial agency determine whether or not you have bargained in good faith and whether you have done what our memorandum of understanding of the 4th of June, 1937, and the law requires of you."

It is plain from the foregoing recital of facts that the respondent has not bargained collectively with the Union within the meaning of Section 8 (5) of the Act.

In the first place it is not clear that, although an accord on terms was reached, the respondent was willing to embody

those terms in an agreement binding upon the parties. The respondent contends that there was such an agreement. The Union in its letter of August 17, apparently thinks that there [fol. 117] was not. If there were no such agreement, there was of course a violation of Section 8 (5) within the principles set forth in Matter of St. Joseph Stock Yards Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 159.† However, it is not necessary to decide this matter here, since the respondent did not fulfill its obligation under Section 8 (5) in two other vital respects.

First, the respondent has failed to recognize the Union and, assuming an agreement was reached, to agree with the Union as the representative of its employees. In the "Labor Relations Bulletin" posted on August 15, representing the culmination of the negotiations, the respondent flatly refused to name the Union as the collective bargaining agent or to give it any express credit for the results reached. Riley admitted that the respondent refused to do this for "psychological" reasons. He explained these reasons as, "just a matter of trying to pound some of the boys down a bit," "a tendency to get this wild colt back on the reservation," and that the rights of the minority "should be protected." The attitude of the respondent in this matter is in strong contrast to its attitude towards the Association. In the bulletin which had been mailed to the employees on June 1, which incorporated the agreement between the Association and the respondent, not only had the name of the Association been used, but, in addition, the names of the five officers and the 15 representatives of the Association had been prominently set forth. The difference in the respondent's treatment of the two organizations must be viewed in the light of its antipathy towards the Union, and its use of the Association to prevent self-organization. It clearly wished to impress its employees with the benefits of membership in the Association and to convince them that no benefits had been gained by virtue of membership in the Union.

The respondent's fixed determination not to accord the Union the recognition contemplated by the Act is further evidenced by its own analysis of what it considers its liability under the bulletin of August 15. Officers of the re-

† 2 N. L. R. B. 39.



respondent testified that they have been advised and that they believe that the respondent is legally bound by the provisions set forth in the bulletin. Riley, however, admitted that the "agreement" which exists is between the respondent [fol. 118] and its employees and not between the respondent and the Union. Assuming that an "agreement" with someone had been reached, the failure of the respondent to make or to acknowledge that it had made an "agreement" with the Union, although the Union was the party with whom it was obligated under the Act to bargain collectively, was a failure to recognize and deal with the Union as the collective bargaining agent of its employees.

Secondly, the respondent refused to enter into a written signed agreement. The respondent does not deny that it, in the first instances, refused to enter into a written agreement. In fact, officials of the respondent testified that it was the respondent's fixed policy not to enter into written signed contracts with any labor organization.

The respondent has sought to show, however, through an article which was published in the Catholic Radical Alliance on July 8, 1937, that the Union was also unwilling to enter into a written agreement. The author of the article was Father Rice, a Catholic priest who had accompanied the Union committee in some of its meetings with the respondent prior to July 1. In the article Father Rice stated that the terms offered by the respondent had been submitted to the employees at a mass meeting the week before (apparently referring to the meeting on the night of July 1), and that the employees, wanting peace, agreed to accept the terms offered but would not agree to sign a contract for a term. It does not appear from the article, however, that the Union did more than take the position that it was unwilling to agree to be bound by the arrangements which the Company had offered for any specific length of time. In any event, as we have seen above, on the following day Wilner, authorized representative of the Union, objected strenuously to the respondent's refusal to enter into a signed written agreement. We conclude, therefore, that the Union never abandoned either its demand or its desire for a written signed agreement providing full recognition of the Union and embodying an understanding reached as a result of genuine collective bargaining.

In Matter of Inland Steel Company and Steel Workers Organizing Committee and Amalgamated Association of



Iron, Steel, and Tin Workers of North America, Lodges [fol. 119] No. 64, 1010, and 1101,† we held, in a comparable situation, that an employer who refuses, upon the request of the collective bargaining representative, to enter into a written agreement has refused to bargain collectively within the meaning of the Act. These reasons for the conclusion, set forth in that decision, are equally applicable to this case and will not be repeated here. The facts of this case clearly establish that the refusal of the respondent to enter into such an agreement was, as in the Inland case, based on the respondent's desire not to recognize the Union and bargain with it in good faith.

Beyond the definite refusal to recognize the Union or to make a written agreement with it as hereinabove discussed, we consider that the respondent's actions throughout the course of negotiations indicate that it was not acting in good faith. Officials of the respondent testified that it had always been the policy of the Company not to enter into written agreements with labor organizations. Knowing this, the respondent nevertheless failed to disclose this policy to the Union during the negotiations which settled the strike. During its early negotiations with the Union, the respondent not only failed to notify the Union that it would not enter into a signed agreement, but made no objection to the form of the Union agreement, thus affirmatively giving the Union the impression that it had no objections to entering into a written agreement.

Furthermore, it is apparent that no substantial concessions relating to wages and hours were granted to the employees after negotiations with the Union, which had not already been acceded to by the respondent at the time of its negotiations with the company-dominated Association. In at least one important provision, the Association had gained better terms than the Union.§ The attitude of the respondent during the negotiations was that expressed by Anderson in the meeting of June 28, namely, that the re-

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† 6 N. L. R. B. No. 66.

§ All employees called out for work were guaranteed at least 4 hours continuous work under the agreement with the Association; under the agreement with the Union any employee instructed to report for work and who was sent home because work was not available received a minimum of 2 hours' pay.

[fol. 120] spondent offered certain terms which the Union could "take or leave."

The actions of Anderson in refusing to allow the posting of the memorandum of July 14 and of Heinz in rewriting that memorandum, indicate, at the least, the employment of dilatory tactics, designed to further discredit the Union.

Finally, we do not consider that the Union by continuing negotiations beyond July 1, 1937, and by agreeing to the posting of the bulletin of August 15, at any time indicated that the procedure of posting a bulletin was acceptable as a substitute for a written agreement signed by the parties. By its letter of August 17, 1937, the Union specifically notified the respondent that such a procedure was not acceptable. The Union has not, therefore, waived its right to insist before this Board that the respondent has failed to bargain collectively in accordance with the provisions of the Act.

We therefore conclude that the respondent has failed and refused to bargain collectively with the representatives of its employees within the meaning of Section 8 (5) of the Act; and that by such failure and refusal the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### IV. The effect of the unfair labor practice upon commerce

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and with foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. The remedy

Since we have found that the respondent dominated and interfered in the formation and administration of the Association and contributed support to it and since the Association, so long as it continues, constitutes a threat to the rights of self-organization of those employees, the policies of the Act will not be effectuated unless the Association is disestablished. We will, accordingly, order the respondent to disestablish the Association immediately [fol. 121]

as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, and other conditions of employment.

Since the respondent has failed to bargain collectively in good faith with the Union as the representative of its employees, we will order the respondent, upon request, to enter into collective bargaining with the Union for the purpose of reaching an agreement with the Union covering wages, hours, and working conditions; and, if any understanding is reached on any of such matters, and the respondent is requested to do so by the Union, to embody such understanding in a written signed agreement.

Upon the basis of the above findings of fact and upon the entire record in the case, the Board makes the following:

#### CONCLUSIONS OF LAW

1. Canning and Pickle Workers, Local Union No. 325 and Heinz Employees' Association are labor organizations within the meaning of Section 2 (5) of the Act.

2. The respondent, by interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

3. The respondent, by dominating and interfering with the formation and administration of Heinz Employees' Association, and by contributing support to the said organization, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

4. All the employees at the Pittsburgh plant of the respondent, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9(b) of the Act.

5. Canning and Pickle Workers, Local Union No. 325 was on June 8, 1937, and at all times thereafter has been, the exclusive representative of all employees in such unit for the purposes of collective bargaining, within the meaning of Section 9(a) of the Act.



6. The respondent, by refusing to bargain collectively [fol. 122] with Canning and Pickle Workers, Local Union No. 325 as the exclusive representative of the employees in the aforesaid unit, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

#### ORDER

Upon the basis of the findings of fact and conclusions of law and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, H. J. Heinz Company, Pittsburgh, Pennsylvania, and its officers, agents, successors, and assigns shall:

##### 1. Cease and desist:

(a) From in any manner dominating or interfering with the administration of the Heinz Employees' Association, or with the formation or administration of any other labor organization of its employees, and from contributing support to the Heinz Employees' Association, or any other organization of its employees;

(b) From refusing to bargain collectively with Canning and Pickle Workers, Local Union No. 325 as the exclusive representative of all the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers.

(c) From in any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid and protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:



(a) Withdraw all recognition from the Heinz Employees' Association as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, and other conditions of employment, and completely disestablish Heinz Employees' Association as such representative;

(b) Upon request, bargain collectively with Canning and Pickle Workers, Local Union No. 325, as the exclusive representative of all the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an understanding is reached on any of such matters, embody said understanding in a written signed agreement for a definite term to be agreed upon, if requested to do so by Canning and Pickle Workers, Local Union No. 325;

(c) Post notices immediately on the bulletin boards in the Pittsburgh plant stating: (1) that the respondent will cease and desist as aforesaid; (2) that the Heinz Employees' Association is disestablished as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or any other conditions of employment, and that the respondent will refrain from any recognition thereof; and (3) that, upon request, the respondent will bargain collectively with Canning and Pickle Workers, Local Union No. 325 as the exclusive representative of all the employees in the unit which we have found appropriate; and keep said notices posted for a period of at least thirty (30) consecutive days from the date of posting;

(d) Notify the Regional Director for the Sixth Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply therewith.

Signed at Washington, D. C., this 9th day of April, 1938.  
Edwin S. Smith, Member; Donald Wakefield Smith,  
Member, National Labor Relations Board. (Seal.)

## [fol. 124] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304—Filed April 9, 1938

## AFFIDAVIT AS TO SERVICE

DISTRICT OF COLUMBIA, ss:

I, Bertram Katz, being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 9th day of April, 1938, I mailed postpaid, bearing Government frank, by registered mail, a copy of the Decision and Order to the following named persons, addressed to them at the following addresses:

Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio Street, N. S., Pittsburgh, Penna.

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pennsylvania.

Heinz Employees Association, c/o I. C. Bennett, President, R. D. No. 6, Box 736-H, Mt. Oliver Post Office, Pittsburgh, Pa.

Bertram Katz.

Subscribed and sworn to before me this 9th day of April, 1938. Harold G. Wilson, Notary Public, District of Columbia. My commission expires May 15, 1941.

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69064 omitted.)

(Original return receipt signed by Lillian J. Kozar, agent [fol. 125] of Canning & Pickle Workers, Local Union No. 325 omitted.)

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69063 omitted.)

(Original return receipt signed by Carl Salyer, agent of Thorp, Bostwick, Reed & Armstrong omitted.)

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69062 omitted.)

(Original return receipt signed by Mrs. I. C. Bennett, agent of I. C. Bennett, Pres., Heinz Employees Association omitted.)

## BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304—Filed May 11, 1938

To Messrs. Thorp, Bostwick, Reed &amp; Armstrong; Edmund M. Toland, Esquire, Attorneys for H. J. Heinz Company:

## NOTICE

Please Take Notice that on Friday next, May 13, 1938, In the Matter of H. J. Heinz Company and Canning and Pickle Workers, Local Union No. 325, affiliated with Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor, Case No. C-304, the National Labor Relations Board, unless sufficient cause to the contrary shall then appear, will vacate and set aside its findings and order in said case made April 9, 1938, for the purpose of further proceedings before the Board.

National Labor Relations Board, Nathan Witt, Secretary.

Dated May 7, 1938.

Receipt of the above notice acknowledged this 9th day of May, 1938.

Edmund M. Toland, Attorneys for H. J. Heinz Company.

## BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304—Filed May 9, 1938

## AFFIDAVIT AS TO SERVICE

DISTRICT OF COLUMBIA, ss:

I, Joseph Zambuto being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.;

that on the 9th day of May, 1938, I mailed postpaid, bearing Government frank, by registered mail, a copy of the Board's [fol. 127] Notice (of intention to vacate order) to the following named persons, addressed to them at the following addresses:

Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio Street, N. S., Pittsburgh, Pennsylvania;

Heinz Employees Association, c/o I. C. Bennett, President, R. D. No. 6, Box 736-H, Mt. Oliver Post Office, Pittsburgh, Pa.

Joseph Zambuto.

Subscribed and sworn to before me this 9th day of May, 1938. John E. Lawyer, Notary Public, District of Columbia. My commission expires September 8, 1939. (Seal.)

#### Return Receipt

Registered Mail.

(Receipt for registered article No. 69835 omitted.)

(Original return receipt signed by M. Rose, agent of Canning and Pickle Workers, Local Union No. 325 omitted.)

#### Return Receipt

Registered Mail.

(Receipt for registered article No. 69836 omitted.)

(Original return receipt signed by Mrs. I. C. Bennett, agent of I. C. Bennett, President, Heinz Employees Association omitted.)

[fol. 128] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304

#### ANSWER OF H. J. HEINZ COMPANY

H. J. Heinz Company, by Thorp, Bostwick, Reed & Armstrong, its counsel, answering the Notice served upon its counsel on May 9, 1938, shows that H. J. Heinz Company, on April 16, 1938, filed its Petition to set aside the Order of the National Labor Relations Board, dated April 9, 1938,



in the United States Circuit Court of Appeals for the Third Circuit; that said Court thereupon ordered the National Labor Relations Board to certify its record in said proceeding; that such Order was served forthwith upon the National Labor Relations Board prior to its Notice of May 7, 1938, to which this answer is made; that thereupon said Circuit Court of Appeals obtained exclusive jurisdiction of said proceeding and said National Labor Relations Board is without authority to reopen said case for the purpose of further proceedings therein; and H. J. Heinz Company, by its counsel, objects to the proposed vacating and setting aside of the finding and Order for the purpose of further proceedings before the Board.

H. J. Heinz Company, by Thorp, Bostwick, Reed & Armstrong, Its Counsel.

*Duly sworn to by Earl F. Reed. Jurat omitted in printing.*

[fol. 129] BEFORE NATIONAL LABOR RELATIONS BOARD

Present: J. Warren Madden, Chairman; Edwin S. Smith; Donald Wakefield Smith.

Case No. C-304

Filed May 13, 1938

ORDER SETTING ASIDE ORDER

The Board having issued its findings and order in the above case on April 9, 1938; and the transcript of the record in said case not having been filed in any court; and the Board having given notice that on this date, May 13, 1938, unless sufficient cause to the contrary should then appear, it would vacate and set aside its said findings and order for the purpose of further proceedings before the Board; and no sufficient cause to the contrary appearing; and the Board desiring to take further proceedings in this matter;

It is hereby ordered that the findings and order of the Board in this case made April 9, 1938, be and they are

hereby set aside; and that the Board shall take such further proceedings herein as it may consider are necessary or desirable.

Signed at Washington, D. C., this 13th day of May, 1938.  
J. Warren Madden, Chairman. Edwin S. Smith,  
Member. Donald Wakefield Smith, Member. Na-  
tional Labor Relations Board.

[fol. 130] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304

AFFIDAVIT AS TO SERVICE

DISTRICT OF COLUMBIA, SS:

I, Joseph Zambuto being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 13th day of May, 1938, I mailed postpaid, bearing Government frank, by registered mail, a copy of the Order Setting Aside Order to the following named persons, addressed to them at the following addresses:

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pa;

Edmund M. Toland, Esq., Investment Building, Washington, D. C.;

Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio Street, N. S., Pittsburgh, Pennsylvania;

Heinz Employees Association, c/o I. C. Bennett, President, R. D. No. 6, Box 736-H, Mt. Oliver Post Office, Pittsburgh, Pa.,

Joseph Zambuto.

Subscribed and sworn to before me this 13th day of May, 1938. Harold G. Wilson, Notary Public, District of Columbia. My commission expires May 15, 1941. (Seal.)

Return Receipt

Registered Mail.

(Receipt for registered article No. 69962 omitted.)

(Original return receipt signed by W. C. Rogers, agent [fol. 131] of Thorp, Bostwick, Reed & Armstrong omitted.)

## Return Receipt

## Registered Mail.

(Receipt for registered article No. 69963 omitted.)

(Original return receipt signed by R. Lusday, agent of Edward M. Toland, Esq. omitted.)

## Return Receipt

## Registered Mail.

(Receipt for registered article No. 69964 omitted.)

(Original return receipt signed by Joseph Marak, agent of Canning & Pickles Workers, Local Union No. 325 omitted.)

## Return Receipt

## Registered Mail.

(Receipt for registered article No. 69965 omitted.)

(Original return receipt signed by Mrs. I. C. Bennett, agent of I. C. Bennett, President, Heinz Employees Association omitted.)

[fol. 132] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304—Filed July 13, 1938

ORDER DIRECTING ISSUANCE OF PROPOSED FINDINGS OF FACT,  
PROPOSED CONCLUSIONS OF LAW, AND PROPOSED ORDER

The Board having issued a Decision and Order in the above case on April 9, 1938, and having on May 13, 1938, vacated said Decision and Order.

It is hereby ordered, pursuant to Article II, Section 38(d) of National Labor Relations Board Rules and Regulations—Series 1, as amended, that Proposed Findings of Fact, Proposed Conclusions of Law and Proposed Order shall be issued; and

It is further ordered, pursuant to Article II, Section 38(d) of said Rules and Regulations, that the parties herein shall have the right within twenty (20) days from the receipt

of said Proposed Findings, Proposed Conclusions of Law and Proposed Order, to file exceptions, to request oral argument before the Board, and to request permission to file a brief with the Board.

Dated at Washington, D. C., July 13, 1938.

By direction of the Board:

Nathan Witt, Secretary. (Seal.)

[fol. 133] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304 (Filed July 13, 1938)

In the Matter of H. J. HEINZ COMPANY and Canning and Pickle Workers, Local Union No. 325, affiliated with Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor.

Mr. Robert W. Kleeb, for the Board.

Thorp, Bostwick, Reed & Armstrong, by Mr. Earl F. Reed, Mr. Donald W. Ebbert, and Mr. R. G. Bostwick, of Pittsburgh, Pa., for the respondent.

Mary Lemon Schleifer, of counsel to the Board.

### Proposed Findings of Fact, Proposed Conclusions of Law and Proposed Order

#### STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Canning and Pickle Workers, Local Union No. 325, herein called the Union, the National Labor Relations Board, herein called the Board, by Charles T. Douds, Regional Director for the Sixth Region (Pittsburgh, Pennsylvania), issued its complaint, dated October 26, 1937, against H. J. Heinz Company, Pittsburgh, Pennsylvania, herein called the respondent. The complaint alleged that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8, subdivisions (1), (2), and (5) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint alleged, in substance, that the respondent had dominated and interfered at the Pittsburgh plant with the formation and administration of [fol. 134] a labor organization known as the Heinz Em-



ployees' Association, herein called the Association, and had contributed financial and other support to it; had refused to bargain collectively in good faith with the Union which had been selected as collective bargaining agent by a majority of the employees in an appropriate unit at the Pittsburgh plant; and by these and other acts had interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act. Copies of the complaint and accompanying notice of hearing were duly served upon the respondent, the Union, and the Association.

On November 6, 1937, the respondent filed an answer to the complaint, in which the respondent denied that it had engaged in or was engaging in any unfair labor practices affecting commerce within the meaning of the Act, and prayed that the complaint be dismissed.

Pursuant to notice, a hearing was held in Pittsburgh, Pennsylvania, on November 15, 16, 17, 18, 22, 23, 24, and 26, 1937, before J. Raymond Walsh, the Trial Examiner duly designated by the Board. The respondent and the Board were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

The respondent's motion to dismiss set forth in the answer was not renewed at the hearing and no ruling has been made upon it. The motion is hereby denied. At the beginning of the hearing, counsel for the Board moved to amend the name of the Union, designated in the pleadings as Canning and Pickle Workers' Organization No. 325, to Canning and Pickle Workers, Local Union No. 325. The record does not indicate that any ruling was made on the motion. The motion is hereby allowed. Numerous motions and objections to the introduction of evidence were made during the course of the hearing by counsel for the respondent and counsel for the Board. The Board has reviewed the rulings of the Trial Examiner on motions and objections and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On December 1, 1937, the Board, acting pursuant to Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series I, as amended, ordered the [fol. 135] proceeding transferred to and continued before the Board.

On April 9, 1938, the Board issued a Decision and Order in the case. On May 7, 1938, the Board served notice upon the respondent, the Union, and the Association of its intention to vacate and set aside its findings and Order for the purpose of further proceedings before the Board. On May 13, 1938, the Board, acting pursuant to Section 10(d) of the Act, issued an Order setting aside the Findings and Order of April 9, 1938.

Upon the entire record in the case, the Board makes the following:

#### PROPOSED FINDINGS OF FACT

##### 1. The business of the respondent

H. J. Heinz Company, a Pennsylvania corporation, is engaged in the production, sale, and distribution of food products. The principal offices and main plant of the respondent are in Pittsburgh, Pennsylvania. Branch plants of the respondent are located at Ambridge, Chambersburg, and Sharpsburg, Pennsylvania; Princeton, Indiana; Muscatine, Iowa; Henderson, Kentucky; Holland, Michigan; Salem, New Jersey; Medina, New York; Bowling Green and Fremont, Ohio; Winchester, Virginia; and Leamington, Ontario, Canada. In addition, the respondent maintains 89 stations for receiving food products located at various points in Colorado, Indiana, Michigan, Wisconsin, and Canada. Fifty-three salting stations, where in addition to receiving food products some initial treatment of the products takes place, are maintained by the respondent at various places in Colorado, Indiana, Michigan, Wisconsin, and Canada. The respondent has sales offices in 45 principal cities of the United States and 5 cities in Canada. The respondent is the parent of five subsidiary corporations, one of which is an English and another a Spanish corporation.

Approximately 76 per cent of the total value of raw materials used in the Pittsburgh plant of the respondent originate outside the State of Pennsylvania and approximately 78 per cent of the products of the Pittsburgh plant are shipped outside the State of Pennsylvania.

##### II. The labor organizations involved

Canning and Pickle Workers, Local Union No. 325, is a labor organization, chartered by the Amalgamated

Meat Cutters and Butcher Workmen of North America, [fol. 136] affiliated with the American Federation of Labor. Although the record is not clear, membership in the Union is apparently limited to employees of the respondent engaged in production and maintenance, exclusive of supervisory, managerial, and clerical employees.

Heinz Employees' Association is a labor organization, not affiliated with any other labor organization. It admits to membership employees in the Pittsburgh plant of the respondent, except office employees, foremen, department heads, or those employed in a supervisory capacity with authority to hire and discharge.

### III. The unfair labor practices

#### A. Background of the unfair labor practices

In January, 1937, a group of employees in the respondent's Pittsburgh plant requested the Amalgamated Meat Cutters & Butcher Workmen of North America, herein called the Amalgamated, to aid them in forming an organization within the plant. No organization existed among these employees prior to this time. Conferences and secret meetings were held by the interested employees until April, 1937, when an open drive for organization began and public meetings were held. On May 11, 1937, the Amalgamated granted a charter to the Union.

During April and May, 1937, coincident with the open drive for membership by the Union, an organization known as Heinz Employees' Association also began a drive for members. Bitter rivalry existed between the two factions in the plant.

On May 21, 1937, Frank Kracik, international representative of the Amalgamated, met with H. N. Riley, a director of the respondent in charge of manufacturing. Kracik gave Riley a copy of a contract proposed by the Union and asked for a further meeting for the purpose of negotiating a contract. Riley agreed to meet with the representatives of the Union for this purpose on May 24, 1937.

On the morning of May 24, representatives of the Association called Riley and also asked for an appointment to negotiate a contract. Riley met both groups during that day.

At the meeting with the Union, which was the first of the two meetings, Riley demanded proof of the Union's



[fol. 137] claim that a majority of the employees at the Pittsburgh plant had chosen the Union to represent them and that it was entitled, therefore, to act as the sole collective bargaining agent. No method of determining this fact was decided upon since the Union was unwilling to reveal the identity of its members. The meeting adjourned upon Riley's acceding to the Union's request that it be given 24 hours to show the extent of its membership.

At the meeting with the Association, Riley likewise demanded proof from the Association to substantiate its claim that the Association had been selected collective bargaining agent by a majority of the employees at the Pittsburgh plant. The Association offered to show the respondent petitions authorizing the Association to act as collective bargaining agent which, it alleged, had been signed by a majority of the employees at the Pittsburgh plant. Riley refused to examine the petitions, stating that he did not wish to know which employees had joined either group. Riley informed the Association's representatives that the Union likewise claimed to have been selected as collective bargaining agent by a majority of the employees and suggested the advisability of a secret election, a method which had been discussed with the representatives of the Union. The meeting adjourned without any decision being made upon how the conflicting claims of the two organizations should be resolved.

On the same night, apparently dissatisfied with the prospective delay in recognition, the Union voted to strike; the strike being put into effect immediately. During the following 4 days the Mayor of the City of Pittsburgh attempted to settle the strike by securing the consent of the respondent and the two organizations to an election. The Union, claiming that the respondent had dominated and interfered in the formation and administration of the Association contrary to the provisions of the Act, was unwilling to consent to an election if the name of the Association was put on the ballot. The Union indicated its willingness to have an election in which the employees would choose whether or not they wished the Union to represent them, but this suggestion was not acceptable to the respondent or to the Association.

At the end of 4 days, when an apparent impasse had [fol. 138] been reached, the respondent requested the Association to present its petition for examination. On the



morning of May 29, 1937, the respondent issued a public statement, announcing that it had examined and counted the signatures on the petitions; that the petitions had been signed by 1,383 employees, which constituted more than a majority of the approximately 2,000 persons employed at the Pittsburgh plant; and that the respondent would enter into collective bargaining with the Association as the sole representative of the employees in the plant.

Negotiations between the respondent and the Association for the following 3 days resulted in an agreement being reached between the parties concerning wages, hours, and working conditions. The terms of the agreement were incorporated in a bulletin which was mailed by the respondent to each of its employees on June 1, 1937. The strike, however, continued and prevented the resumption of operations within the plant.

Shortly thereafter, the Union sought the aid of various Federal and State mediators. On June 4, 1937, all parties agreed in writing to an election to be conducted by the Regional Director of the National Labor Relations Board for the Sixth Region. Under the terms of the agreement both the Union and the Association were to be on the ballot, the respondent agreeing that it would recognize the organization receiving a majority of the votes cast and within 10 days after announcement of the results of the election commence negotiations with such organization for the purpose of reaching an agreement relating to wages, hours, and working conditions. The Union's consent, however, was qualified by a stipulation simultaneously entered into by all the parties that the holding of the election would not prejudice the right of any party who had filed "affidavits" before the Board. This stipulation was intended to allow the Union to continue the prosecution of charges which had been filed by it with the Regional Director for the Sixth Region on May 27, 1937, and which alleged, inter alia, that the Association was a company-dominated union.

The election was held on July 8, 1937. Out of 1,930 votes cast, the Union received 1,079, the Association 803; 3 ballots were void and 45 challenged. The plant was reopened shortly after the holding of the election.

Pursuant to its agreement the respondent entered into [fol. 139] negotiations with the Union, the first meeting being held June 17, 1937. Numerous conferences between

the parties culminated on August 15, 1937, in the posting of a bulletin on bulletin boards throughout the respondent's plant stating that an "understanding" had been reached concerning enumerated provisions relating to wages, hours, and working conditions.

### B. Interference, restraint, and coercion

Unveiled hostility by the respondent's supervisory officials greeted the employees in their attempts to organize. That such an attitude was not unexpected is indicated by the fact that from January to April the activities and meetings of the Union had been carried on in secret.

Five employees testified that Heinrich, superintendent of the Pittsburgh plant, talked to them during April about unions. Heinrich is alleged to have told three of the witnesses that he had been informed they had attended a Union meeting, and to have then pointed out to them the benefits they had received in working for the respondent. In the case of another of the five, Heinrich is alleged to have stated, in addition to pointing out the benefits of working for the company, that the employee would not fare so well if a union came into the plant. Heinrich denies that he made such statements. His unqualified denials of any anti-union activities are not convincing under the facts of this case.

Locke, foreman of the bean building, and Vajentic, a foreman of one division of the bean building, are also charged with expressing sentiment against the Union. Locke is alleged to have stated to Maternick, an employee, that he understood Maternick was "one of those Bolsheviks;" to have asked Maternick and Ahel, another employee, what they would "get from a union;" and to have told Ahel that he would be sorry he had joined the "outside" union. Locke's denials, in the light of his other activities set forth below, are likewise unconvincing. Vajentic was not called by the respondent; there is, therefore, no denial of testimony, which seems credible to us, that Vajentic asked Canjar what he was trying to do to the respondent by attending a Union meeting the night before, that the company had always been good to him and that if the Union came in he would lose his insurance and social security; that [fol. 140] Vajentic told Maternick that if the Union came in, Howard Heinz would shut down the plant rather than deal

with it; and that Vajentic told Vilha, another employee, that if a union was organized in the plant it might cause all of them to lose their jobs.

Hayes, also a foreman, is alleged to have told Frank Koontz, "Don't be like that dumb brother of yours. If anyone asks you to join the outside union, tell them to go to hell;" to have told John Koontz, ~~that the union president was getting "\$5 a head" for every member signed up in the Union; and to have asked John Warnick, what he thought of his "dumb buddy" who "after having 13 years of service with the H. J. Heinz Company, he turns around and signs up with an outside union" which "is led by a foreigner that hasn't even got a citizen's paper."~~ Hayes' denials of having made each and everyone of the numerous statements are particularly unconvincing.

Brooks, a foreman, and Schirer and Fisher, foreladies, were not called to deny that they had engaged in similar anti-union activities attributed to them by witnesses at the hearing.

The above instances are cited merely as examples of the respondent's interference, restraint, and coercion of employees in their rights to self-organization. Many other instances, even though denied, are clearly proved by the testimony.

We find that the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### C. Domination and interference with the formation and administration of the Association

During the time this coercion and interference with the right of employees to self-organization was being exercised, the Heinz Employees' Association first appeared in the plant. Bennett, a mechanic in the can department, testified that he conceived the idea in January, 1937, of forming an "inside" organization for the purpose of keeping any other organization out of the plant and to prevent strikes. Bennett testified that at that time he solicited and secured aid in forming the organization from Frank Kirschner, William Ubrey, and John Ubrey, all machinists, and Eddie Grznkowski,\* an inspector and repairman. We do not

\* Known as Eddie Kranz.

[fol. 141] consider this testimony wholly convincing even though the other four named as cooriginators testified to the same facts, since the record does not indicate a single instance in which any other person was solicited to join the Association prior to April, 1937.

Beginning in April and continuing in May, petitions, in which the signers authorized the Association to act as collective bargaining agent, were circulated among the employees while at work in the plant. The five employees named as the originators of the organization were active in circulating the petitions. Other employees, many of them group leaders or departmental timekeepers, were also active in soliciting signatures to the petitions.

It is not contended that departmental timekeepers occupy supervisory positions. Much testimony was adduced by the Union and the respondent as to the character of the position of group leaders, the Union contending that they are supervisory employees, the respondent that they are not. The evidence shows that each main division of the Pittsburgh plant has a foreman. Each subdivision, in turn, has foremen and foreladies who are directly responsible to the foremen of the main divisions. Groups of employees in each subdivision are further supervised by group leaders. All foremen and foreladies receive a salary and devote themselves exclusively to supervisory work. Group leaders are paid hourly, do not attend foremen's meetings, and work with the employees whose work they supervise. The respondent contends that group leaders are not supervisory employees because they have no authority to hire or discharge employees. This criterion is not conclusive in the determination of the supervisory character of the position of group leaders under the system of operation employed. The record indicates that all hiring in the Pittsburgh plant is done through the employment office and that even foremen of main divisions cannot discharge an employee without authority, in each instance, from the superintendent. More significant is the testimony of employees who state that group leaders are their "bosses" because they give orders which must be obeyed. Certain group leaders testified that the foremen held them responsible for the work performed by their groups. Significant also is the testimony of Greenier, a group leader who was active [fol. 142] in soliciting members for the Association, who



testified that when Frank Koontz asked Greenier to join the Union, Greenier "ordered" him back on the conveyor. Heinrich, likewise, admitted the supervisory character of group leaders by testifying:

"Offhand I would say (there are) probably 250 that you would call supervisors in a sense . . . just the foremen and foreladies are salaried, the others are all hourly workers.

Moreover, it is unnecessary for us to decide whether or not group leaders occupied positions of such supervisory character that their actions alone would bind the respondent. There is evidence in the record of illegal activities by employees whose supervisory capacity is not denied.

It is not denied by the foremen and foreladies of some departments that they knew of the activities carried on during working hours in behalf of the Association. In other departments, whether or not knowledge is denied by supervisors, it is apparent that they could not have been unaware of what was being done. The activities of Armstrong, an employee, in addition to showing the participation of one foreman in the affairs of the association, may be cited as an example of how openly these activities were carried on. On April 27, Brooks, foreman of the main division in which Armstrong worked, assembled 40 or 50 employees in the division and addressed them for 20 to 30 minutes during working hours. Brooks announced that he was not speaking for the company, that his remarks represented his personal opinion. He pointed out the amount of money collected by the American Federation of Labor and the salary paid to President Green and stated that the employees should not join that type of union. Brooks also stated, "Now, I am not trying to influence you in any way, but why not have a union of our own here?"

The following morning Brooks sent for Armstrong and asked Armstrong what he thought of unions. Armstrong replied that he wasn't in favor of them, and Brooks expressed pleasure at his attitude. In the afternoon of the same day, Grznkowski, previously mentioned as one of the five originators of the Association, gave Armstrong [fol. 143] several petitions and directed him to begin get-

ting signatures immediately. When Armstrong protested that he was supposed to be working, Grznkowski replied that his foreman would let him go. Armstrong on that day and for about 2 to 3 hours per day for an entire week circulated throughout the entire building getting signatures. Armstrong's work required his presence constantly at a machine. He testified that not only did Mozeyka, his immediate foreman, not object but that Mozeyka placed another employee on the machine to substitute for Armstrong while he was securing the signatures. Neither Armstrong nor other employees engaged in soliciting members for the Association were docked for the time spent in these activities.

On the second day during which Armstrong solicited members for the Association, he was stopped in another department by a foreman who asked whether Brooks knew what he was doing. Armstrong then went to Brooks and told him that he was getting signatures to the petition. Brooks examined the petitions and remarked, "Yes, I have seen them. All right." Three or 4 days later Brooks called Armstrong into his office, and stated, "This thing isn't moving fast enough. The names aren't coming in fast enough. Why don't you get some help? For instance, get Andy Hubstenberger from the first floor and Louis Beniquista and Andy Porack from the seventh floor." Armstrong, who testified that he considered he had been given a promotion by being requested to secure signatures to the petition, secured the aid of two of the three employees suggested. The respondent failed to call Brooks or Mozeyka to the stand, and Armstrong's testimony is undenied on the record.

Locke, a foreman previously mentioned as having expressed antipathy to the Union, likewise assembled the employees in his department. Locke read them a prepared statement in which he stated that the petitions which most of them had signed the day before expressing their willingness to join the Association had been stolen. Locke stated that he was speaking "as an individual of H. J. Heinz Company;" that he had heard many rumors, among others, that if the Association gained a majority, wages would be cut; that such a statement was untrue, wages depended largely "on how profitable business was." Locke [fol. 144] also stated that he considered it only fair that

the employees "should all be given the opportunity to show that you want to join the Association of Heinz Employees," and announced that a petition would be placed on the timekeeper's desk "where all of you who signed before may now sign again in perfect confidence that you will be protected in your right to express your opinions as you see fit" and where "anyone of you who did not sign may also sign at this time if you wish." Locke's sentiment was not obscured by his statements that the employees' wishes "will be protected, whether you want to join the Heinz Association or the A. F. of L., some of the men are interested in" and "if there are any who wish to join the A. F. of L., I am sure there are men here who will take care of them and see that they get signed up." Locke made no effort to secure someone to take signatures for Union membership, but he did stand near the timekeeper's desk while the Association's petition was being signed.

Andy Vajentic, foreman in the bean baking department, was not called to deny that he solicited Belovitch, Martof, and Marine to join the Association. Dominic Vajentic, a brother of the foreman, does not deny that he openly solicited signatures to the petitions in Andy's department.

Maurice Shindler is a highly skilled machine designer, who although not shown to have any supervisory power, occupies a position of such character as entitles him to eat in the cafeteria reserved for officers and foremen. Shindler testified that on the evening of May 20 while he was having dinner in the cafeteria, Hayes, general foreman, came in and sat down beside him. Shortly afterwards Palivoda and Skertish, and two other foremen whose names he did not know, came in and joined Hayes. Shindler testified:

"After being seated and greetings exchanged, Hayes said to Palivoda 'How did you make out?' Palivoda began to enumerate that he spoke to a certain girl, and she informed him that she had signed up with the outside union, wouldn't have anything to do with the inside union. He talked to her, he said, the best he could. And he said, 'Hayes, do you remember how she came and begged for a job, and the father also implores us to put her on, and now she shows her gratitude by joining the outside union.' [fol. 145] And the whole tone of the conversation was that Mary this or Molly this, 'I saw her. She has joined the

outside union. "I have talked to her. I did the best I could. I couldn't do anything. Others I have neutralized. Others have paid their initiation fee." And during the course of the conversation he mentioned that he had seen all of the 26 names on the list that Hayes gave him and had talked to them."

"Mr. Skertish also reported in the same vein."

Hayes, Palivoda, and Skertish each denied that this conversation took place. Shindler seems a very credible witness, however. Palivoda is unconvincing. Skertish testified that he couldn't have made such a report, "because Mr. Heinrich, the superintendent, wanted me not to talk unions or to have anything to do with them." We consider Hayes' denial, viewed in the light of his consistent denials that he engaged in any of the activities to which numerous witnesses testified, unconvincing.

It is clearly established that Hargraves, a salaried employee who is described as the respondent's "good will man;" was active in the Association during this time, although he resigned from membership when the Association's constitution and bylaws, which exclude salaried employees from membership, were adopted. Shindler also testified that he overheard Hargraves asking one of the stenographers in the respondent's office to take the minutes at an Association meeting, and that when she refused, Hargraves stated he had absolute proof that the Union "was organized by Croation Communists who are getting orders from Moscow." Hargraves was not called as a witness by the respondent.

Although there is additional evidence, the testimony discussed is sufficient to show that the respondent through its supervisory officials has dominated and interfered with the formation and administration of the Association and contributed support to it; and we so conclude.

Counsel for the respondent took the position at the hearing that even if such fact were established, "It all happened in April and May, and whatever damage, if any, was done, was all cured by an election." We do not so view the situation. Bennett, president of the Association, [fol. 146] testified that at the time of the hearing the Association had between 1,050 and 1,100 dues-paying members; that since the election the Association had existed for the



purpose of carrying on social functions; but as to the future "you never can tell."

Whether the continuance of the Association and its apparent gain in members since the election are due to the impetus given to it by the respondent during April and May, or to the fact that it is continuing to receive aid from the respondent, we do not know. As long as the Association continues, it remains the respondent's weapon against its employees' free exercise of their right to self-organization and to join a union of their own choosing.

We find that the respondent has dominated and interfered with the formation and administration of the Association and contributed support to it; and that by these activities the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

#### D. The refusal to bargain collectively.

##### 1. The appropriate unit.

The complaint alleges that all of the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining. This is the unit which, by agreement of the respondent, the Union, and the Association, was used as the basis of the consent election held on June 8, 1937. Supervisory, clerical or office help, and salaried employees are normally excluded in an industrial unit; their exclusion, therefore, needs no further comment. Outside truck drivers were excluded on the grounds that they are members of Local 249 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, likewise affiliated with the American Federation of Labor, and have dealt with the respondent as a separate unit. We see no objection to their exclusion for these reasons.

We find that all of the employees at the Pittsburgh plant of the respondent, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective [fol. 147] bargaining, and that such a unit insures to the respondent's employees the full benefit of their rights to

self-organization and otherwise effectuates the policies of the Act.

## 2. Representation by the union of a majority in the appropriate unit.

As previously stated, the Union received 1,079 votes out of a total of 1,930 ballots cast in the consent election held on June 8, 1937, by the Regional Director for the Sixth Region. There is no evidence in the record as to the desires of a majority of the employees since that time, except the statement that at the time of the hearing the Association had approximately 1,050 to 1,100 dues-paying members. Since, by the statements of the Association's president, the Association has existed since the election solely for social purposes, such membership is not inconsistent with the desire of a majority of the employees to have the Union represent them for the purpose of collective bargaining. Moreover, we cannot consider membership in the Association as a free will act because of our finding that the Association was dominated by the favoritism shown to it by the respondent. In the absence of evidence to the contrary, there is a presumption that a majority of the employees continue to desire the Union to represent them.\* \*

We find that on June 8, and thereafter, a majority of the employees in the unit which we have found appropriate had designated and selected the Union as their collective bargaining agent and that, pursuant to Section 9(a) of the Act, the Union was the exclusive representative of the employees in the appropriate unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

## 3. The Refusal to Bargain.

As previously indicated, negotiations between the Union and the respondent looking to an agreement concerning wages, hours, and conditions of employment began on June 17, 1937. At the six or seven meetings which were held [fol. 148] between June 17 and 28, the respondent was generally represented by Riley, Robt. G. Shinabarger, a

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\* \* Matter of United States Stamping Company and Enamel Workers Union, No. 18630, 5 N. L. R. B. No. 29.

director who is assistant to S. Mueller, one of the vice presidents of the respondent, and Donald W. Ebert, an attorney. At these conferences the subject matter of discussion between the groups was largely confined to the provisions of a proposed contract which had been submitted by the Union to the respondent on June 17. The contract was in the form of a bilateral agreement, the first paragraph of which provided that it was an agreement between the respondent and the Union, and provided for the signatures of both parties. The proposed contract also provided that the agreement should be in effect for a period of time, the exact time being left blank.

During the negotiations each paragraph of the contract submitted by the Union on June 17 was discussed, Riley and Shinabarger indicating in some instances that the proposals would not be agreed to by the respondent, and in other instances that the respondent was unwilling to grant the demands of the Union in their entirety. At no time during this period did Riley or Shinabarger indicate to the Union committee that the respondent was unwilling to enter into a written agreement which would be in effect for a period of time, though they unqualifiedly stated that other provisions of the proposed agreement, such as the closed shop, would not be accepted by the respondent.

The one issue on which the parties were furthest apart during these discussions related to wage increases. The Union had demanded a 20 per cent increase, with certain minima for men and for women. The respondent had offered an increase of 10 per cent, with lower minima. Although the proposed contract submitted by the Union on May 21, had only asked for a 10 per cent increase, the Union felt that a larger increase was justified in view of the events that had transpired since May 21, the most important of which was that the respondent had agreed with the Association to a 10 per cent increase on June 1, which increase, however, had never been put into effect. The position of Riley and Shinabarger from the beginning of the negotiations was that the respondent would not agree to any increase in excess of 10 per cent.

At the meeting of June 26, neither the Union nor the [fol. 149] respondent having receded from their respective positions in respect to wage increases, Wilner, the attorney for the Union, proposed that some higher official of

the respondent be present at the next meeting. The proposal was the outcome of statements by Riley and Shinabarger that their actions were subject to the approval of the other directors of the respondent.

In accordance with the suggestion, Hugh C. Anderson, a vice president of the respondent, attended the meeting of June 28. Anderson sat throughout the meeting, which lasted about one and a half hours, without speaking. Wilner then asked Anderson for a statement. Anderson replied that nothing had been stated which had not been previously discussed according to the reports which he had received; that the directors had full confidence in Riley and Shinabarger; that the respondent's offer was a 10 per cent increase and that the Union could "take it or leave it." Wilner and other members of the Union who were present testified that Anderson, in addition, stated that Riley and Shinabarger had full authority to act for the respondent. Although this is denied by the respondent's witnesses, we believe that events which followed reasonably indicate such authority.

The Union, feeling that an impasse had been reached, again solicited the aid of State and Federal mediators. The respondent refused the suggestion of the mediators that the matter be submitted to mediation but agreed to meet again with the Union representatives on July 1. Again the respondent failed to offer any increase in excess of its original counter-proposal. The Union representatives left this meeting with the intention of submitting the respondent's proposals concerning wage increases, hours, and vacations to the Union membership at a meeting to be held that night. Shortly after the representatives of the Union had left this conference, Riley sent for Kracik, the international representative of the Amalgamated. Kracik returned to the plant, where Riley bluntly informed him that the respondent did not intend to enter into any signed agreement with the Union.

The Union membership agreed at the meeting that night to accept the respondent's counter-proposals, which, pursuant to previous agreement, went into effect in the plant on the following day, but as of July 1. On the following [fol. 150] day, July 2, at a meeting between representatives of the respondent and the Union, Wilner voiced violent objection to the respondent's position that it would



not enter into a signed agreement with the Union. Riley stated that it was the policy of the respondent not to enter into signed agreements with unions and that the respondent did not consider the Act required it to do so. It was finally agreed at this meeting that Wilner and Ebbert should incorporate the terms on which an understanding had been reached in a memorandum.

Some time before July 14, Ebbert prepared such a memorandum, and submitted it to Wilner, who made certain corrections. On July 14, Riley, Shinabarger, and Ebbert, representing the respondent, met with Wilner and other representatives of the Union to discuss the draft which Wilner and Ebbert had agreed correctly expressed the terms on which an understanding had been reached. The committees made certain other changes and all present agreed that Ebbert should prepare a final draft and that this draft should be posted on the respondent's bulletin boards on the following day. It was also agreed that a copy should be sent by Ebbert to Wilner. While Riley denies that such arrangements had been made, Wilner received a copy of a corrected memorandum from Ebbert on the following day. This fact clearly indicates that Ebbert likewise understood at the meeting of July 14, that Riley and Shinabarger had agreed to the form of the memorandum and establishes the fact that no indication had been given that their agreement was subject to further action by other directors of the respondent. The memorandum received by Wilner is dated July 15, and entitled "Notice to all employees." The first paragraph states:

"Following the recent election held under the supervision of the National Labor Relations Board, in which the Canning and Pickle Workers' Local Union No. 325 was selected as the collective bargaining agency for our employees, we have had meetings with a committee from that organization and after several weeks of negotiation, have agreed with them as follows:"

The agreement then set forth certain provisions relating [fol. 151] to wages, working hours, vacations, seniority, adjustment of grievances, discharges, safety and health, and concluded with the provision:

"The wage rates and other matters hereinabove set forth shall remain in effect until further notice."

The copy received by Wilner contained at the end the type written signature of the respondent.

Wilner, upon being notified during the day that the memorandum had not been posted in the plant, called Ebbert for an explanation. Ebbert stated that Anderson had objected to the memorandum and, in addition, felt that it should be submitted to Howard Heinz, president of the respondent, who was then out of the city, before it was posted.

On July 23 or 24, Ebbert informed Wilner that Heinz had seen the memorandum, and wished to rewrite it in its entirety and that no further action could be taken at that time.

On July 29 or 30, Ebbert submitted to Wilner, a bulletin which had been prepared by Heinz. This bulletin differed materially from the one which had been agreed upon on July 15. It was entitled:

"Labor Relations Bulletin, Pittsburgh Factory, H. J. Heinz Company"

The opening paragraph read:

"According to the provisions of the National Labor Relations Act, we have bargained with the certified collective bargaining agency for our employees (not including, however, foremen, assistant foremen, who are paid on a monthly basis, policemen, outside truck drivers, office employees, or factory employees paid on a monthly basis) and the following understanding has been reached:"

In no place in the bulletin was the Union named nor did the signature of the respondent appear at the end. The body of the bulletin constituted a complete rewording of the memorandum of July 14. Material changes had been made, also, in the substantive provisions. The Bulletin eliminated all details concerning the procedure to be followed in the handling of grievances, eliminated the right of the Union to aid in the determination of wage rates for [fol. 152] certain employees excepted from the standard rates, made overtime payable for time worked in excess of 44 hours a week, instead of after 40 hours as stated in the memorandum, provided that overtime rates should not apply to the handling of perishable products, an exception which the memorandum of July 14 stated had not been "agreed" to by the Union, and made rates for beginners

payable for 3 months instead of for 1 month as provided in the memorandum.

On July 31, 1937, Wilner met with Ebbert and Bostwick, attorneys for the respondent. Wilner protested against the procedure which had been followed by the respondent throughout the negotiations and the bulletin as prepared by Heinz in particular. Wilner stated, however, that decision would be up to the Union and that he would refer the bulletin prepared by Heinz to the Union.

The next meeting held between any of the interested parties occurred on August 11. The delay in this instance alone is not attributable to the respondent. Riley, Shina-barger, and Bostwick represented the respondent at this meeting. The representatives of the Union voiced great dissatisfaction with the bulletin on several grounds, particularly the elimination of the name of the Union in the introductory paragraph and elimination of the details concerning the procedure to be followed in the handling of grievances. Representatives of the respondent stated that both changes had been made by Heinz because he wished to reduce the length of the bulletin. Although it was pointed out that the name of the Union was no longer than the phrase "certified collective bargaining agency for our employees," the respondent's representatives refused to agree to the change. In only two material particulars did the respondent's representatives agree to a revision: The payment of overtime for work in excess of 44 hours a week was changed to payment for work in excess of 40 hours, and the name of the Union was put in the paragraph relating to grievances. At the conclusion of the meeting, the representatives of the Union agreed that the bulletin should be posted on the bulletin boards of the respondent. The bulletin was posted by the respondent on August 15. On August 17, Tasker, business agent of the Union, wrote the following letter to Riley:

"This is to advise you that the notice you have posted [fol. 153] on your bill-board does not in our opinion constitute an agreement within the intent of the memorandum of understanding entered into by and between our Union and you on June 4, 1937, nor is it evidence of bona-fide collective bargaining within the meaning of that understanding or the National Labor Relations Act.

"Nevertheless, we realize that the concessions gained for

the employees of the H. J. Heinz Company were the direct results of our efforts and we are anxious to conserve for the Heinz employees the benefits which they so richly deserve and for which we strove so hard.

"We, therefore, do not object to you (sic) posting of the notice but intend to lay this matter before the National Labor Relations Board in order to have that impartial agency determine whether or not you have bargained in good faith and whether you have done what our memorandum of understanding of the 4th of June, 1937, and the law requires of you."

It is plain from the foregoing recital of facts that the respondent has not bargained collectively with the Union within the meaning of Section 8, subdivision (5) of the Act.

In the first place it is not clear that, although an accord on terms was reached, the respondent was willing to embody those terms in an agreement binding upon the parties. The respondent contends that there was such an agreement. The Union in its letter of August 17, apparently thinks that there was not. If there were no such agreement, there was, of course, a violation of Section 8, subdivision (5) within the principles set forth in Matter of St. Joseph Stock Yards Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union 159.<sup>†</sup> However, it is not necessary to decide this matter here, since the respondent did not fulfill its obligation under Section 8, subdivision (5) in two other vital respects.

First, the respondent has failed to recognize the Union, and, assuming an agreement was reached, to agree with the Union as the representative of its employees. In the "Labor Relations Bulletin" posted on August 15, representing the culmination of the negotiations, the respondent [fol. 154] flatly refused to name the Union as the collective bargaining agent or to give it any express credit for the results reached. Riley admitted that the respondent refused to do this for "psychological" reasons. He explained those reasons as, "just a matter of trying to pound some of the boys down a bit," "a tendency to get this wild colt back on the reservation," and that the rights of the minority "should be protected." The attitude of the respondent in this matter is in strong contrast to its attitude towards

<sup>†</sup> 2 N. L. R. B. 39.



the Association. In the bulletin which had been mailed to the employees on June 1, which incorporated the agreement between the Association and the respondent, not only had the name of the Association been used, but, in addition, the name of the five officers and 15 representatives of the Association had been prominently set forth. The difference in the respondent's treatment of the two organizations must be viewed in the light of its antipathy towards the Union, and its use of the Association to prevent self-organization. It clearly wished to impress its employees with the benefits of membership in the Association and to convince them that no benefits had been gained by virtue of membership in the Union.

The respondent's fixed determination not to accord the Union the recognition contemplated by the Act is further evidenced by its own analysis of what it considers its liability under the bulletin of August 15. Officers of the respondent testified that they have been advised and that they believe that the respondent is legally bound by the provisions set forth in the bulletin. Riley, however, admitted that the "agreement" which exists is between the respondent and its employees, and not between the respondent and the Union. Assuming that an "agreement" with someone had been reached, the failure of the respondent to make or to acknowledge that it had made an "agreement" with the Union, although the Union was the party with whom it was obligated under the Act to bargain collectively, was a failure to recognize and deal with the Union as the collective bargaining agent of its employees.

Secondly, the respondent refused to enter into a written signed agreement. The respondent does not deny that it, in the first instance, refused to enter into a written agreement. In fact, officials of the respondent testified that it was the respondent's fixed policy not to enter into written [fol. 155] signed contracts with any labor organization.

The respondent has sought to show, however, through an article which was published in the Catholic Radical Alliance on July 8, 1937, that the Union was also unwilling to enter into a written agreement. The author of the article was Father Rice, a Catholic priest who had accompanied the Union committee in some of its meetings with the respondent prior to July 1. In the article Father Rice stated that the terms offered by the respondent had been submitted to the employees at a mass meeting the week before

(apparently referred to the meeting on the night of July 1), and that the employees, wanting peace, agreed to accept the terms offered but would not agree to sign a contract for a term. It does not appear from the article, however, that the Union did more than take the position that it was unwilling to agree to be bound by the arrangements which the Company had offered for any specific length of time. In any event, as we have seen above, on the following day Wilner, authorized representative of the Union, objected strenuously to the respondent's refusal to enter into a signed written agreement. We conclude, therefore, that the Union never abandoned either its demand or its desire for a written signed agreement providing full recognition of the Union and embodying an understanding reached as a result of genuine collective bargaining.

Beyond the definite refusal to recognize the Union or to make a written signed agreement with it as hereinabove discussed, we consider that the respondent's actions throughout the course of negotiations indicate that it was not acting in good faith. Officials of the respondent testified that it had always been the policy of the Company not to enter into written agreements with labor organizations. Knowing this, the respondent nevertheless failed to disclose this policy to the Union during the negotiations which settled the strike. During its early negotiations with the Union, the respondent not only failed to notify the Union that it would not enter into a signed agreement, but made no objection to the form of the Union agreement, thus affirmatively giving the Union the impression that it had no objections to entering into a written agreement.

Furthermore, it is apparent that no substantial concessions [fol. 156] relating to wages and hours were granted to the employees after negotiations with the Union, which had not already been acceded to by the respondent at the time of its negotiations with the company-dominated Association. In at least one important provision, the Association had gained better terms than the Union.† The

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† All employees called out for work were guaranteed at least 4 hours continuous work under the agreement with the Association; under the agreement with the Union any employees instructed to report for work and who was sent home because work was not available received a minimum of 2 hour's pay.

attitude of the respondent during the negotiations was that expressed by Anderson in the meeting of June 28, namely, that the respondent offered certain terms which the Union could "take or leave."

The actions of Anderson in refusing to allow the posting of the memorandum of July 14 and of Heinz in re-writing that memorandum, indicate, at the least, the employment of dilatory tactics designed to further discredit the Union.

Finally, we do not consider that the Union by continuing negotiations beyond July 1, 1937, and by agreeing to the posting of the bulletin of August 15, at any time indicated that the procedure of posting a bulletin was acceptable as a substitute for a written agreement signed by the parties. By its letter of August 17, 1937, the Union specifically notified the respondent that such a procedure was not acceptable. The Union has not, therefore, waived its right to insist before this Board that the respondent has failed to bargain collectively in accordance with the provisions of the Act.

We, therefore, conclude that the respondent has failed and refused to bargain collectively with the representatives of its employees within the meaning of Section 8, subdivision (5) of the Act; and that by such failure and refusal the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### IV. The effect of the unfair labor practices upon commerce

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and with foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. The remedy

Since we have found that the respondent dominated and interfered in the formation and administration of the Association and contributed support to it and since the Association, so long as it continues, constitutes a threat to the rights of self-organization of these employees, the policies

of the Act will not be effectuated unless the Association is disestablished. We will, accordingly, order the respondent to disestablish the Association immediately as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, and other conditions of employment.

Since the respondent has failed to bargain collectively in good faith with the Union as the representative of its employees, we will order the respondent, upon request, to enter into collective bargaining with the Union for the purpose of reaching an agreement with the Union covering wages, hours, and working conditions; and, if any understanding is reached on any of such matters, and the respondent is requested to do so by the Union, to embody such understanding in a written signed agreement.

Upon the basis of the above proposed findings of fact, and upon the entire record in the case, the Board makes the following:

#### PROPOSED CONCLUSIONS OF LAW

1. Canning and Pickle Workers; Local Union No. 325 and Heinz Employees' Association are labor organizations within the meaning of Section 2, subdivision (5) of the Act.

2. The respondent, by interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of [fol. 158] Section 8, subdivision (1) of the Act.

3. The respondent, by dominating and interfering with the formation and administration of Heinz Employees' Association, and by contributing support to the said organization, has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subdivision (2) of the Act.

4. All the employees at the Pittsburgh plant of the respondent, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9(b) of the Act.

5. Canning and Pickle Workers, Local Union No. 325 was on June 8, 1937, and at all times thereafter has been the



exclusive representative of all employees in such unit for the purposes of collective bargaining, within the meaning of Section 9(a) of the Act.

6. The respondent, by refusing to bargain collectively with Canning and Pickle Workers, Local Union No. 325 as the exclusive representative of the employees in the aforesaid unit, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (5) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2, subdivisions (6) and (7) of the Act.

#### PROPOSED ORDER

Upon the basis of the findings of fact and conclusions of law and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, H. J. Heinz Company, Pittsburgh, Pennsylvania, and its officers, agents, successors, and assigns shall:

1. Cease and desist:

(a) From in any manner dominating or interfering with the administration of the Heinz Employees' Association, or with the formation or administration of any other labor organization of its employees, and from contributing support to the Heinz Employees' Association, or any other labor organization of its employees;

(b) From refusing to bargain collectively with Canning and Pickle Workers, Local Union No. 325 as the exclusive representative of all the employees at the Pittsburgh plant, [fol. 159] except foremen, assistant foremen, salaried employees, office help, and outside truck drivers;

(c) From in any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid and protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from the Heinz Employees' Association as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, and other conditions of employment, and completely disestablish Heinz Employees' Association as such representative;

(b) Upon request, bargain collectively with Canning and Pickle Workers, Local Union No. 325, as the exclusive representative of all the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an understanding is reached on any of such matters, embody said understanding in a written signed agreement for a definite term to be agreed upon, if requested to do so by Canning and Pickle Workers, Local Union No. 325;

(c) Post notices immediately on the bulletin boards in the Pittsburgh plant stating: (1) that the respondent will cease and desist as aforesaid; (2) that the Heinz Employees' Association is disestablished as the representative of any of its employees for the purpose of deal- with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or any other conditions of employment, and that the respondent will refrain from any recognition thereof; and (3) that, upon request, the respondent will bargain collectively with the Canning and Pickle Workers, Local Union No. 325 as the exclusive representative of all the employees in the unit which we have [fol. 160] found appropriate; and keep said notices posted for a period of at least thirty (30) consecutive days from the date of posting;

(d) Notify the Regional Director for the Sixth Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply therewith.

Dated at Washington, D. C., July 13, 1938.

## [fol. 161] BEFORE NATIONAL LABOR RELATIONS BOARD

## AFFIDAVIT AS TO SERVICE

Case No. C-304—Filed July 13, 1938

## DISTRICT OF COLUMBIA, ss:

I, Owen C. Fetters, being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 13th day of July, 1938, I mailed, postpaid, bearing Government frank, by registered mail, a copy of the Order, Proposed Findings of Fact, Conclusions of Law and Proposed Order to the following named persons, addressed to them at the following addresses:

Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio Street, N. S., Pittsburgh, Pa.

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pa.

Heinz Employees Assn., c/o I. C. Bennett, President, R. F. D. No. 6, Box 736-H, Mt. Oliver Post Office, Pittsburgh, Pa.

Edmund M. Toland, Esq., Investment Bldg., Washington, D. C.

Owen C. Fetters.

Subscribed and sworn to before me this 13th day of July, 1938. Harold G. Wilson, Notary Public, District of Columbia. My commission expires May 15, 1941. (Seal.)

## [fol. 162] BEFORE NATIONAL LABOR RELATIONS BOARD

Case No. C-304—(Filed Aug. 3, 1938)

In the matter of H. J. HEINZ COMPANY and Canning and Pickle Workers, Local Union No. 325, affiliated with Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor

## EXCEPTIONS TO REPORT OF THE NATIONAL LABOR RELATIONS BOARD

Now comes the respondent, H. J. Heinz Company, by its attorneys, and saving and reserving unto itself the right to file such further objections and exceptions as it may see

fit, objects and excepts to the report of the National Labor Relations Board (a copy of which was served upon the respondent on July 14, 1938), to the Proposed Findings, Proposed Conclusions of Law, and Proposed Order therein set forth, to the failure of the Board to make certain findings of fact, to the proposed ruling of said Board on the respondent's motion to dismiss and to the proposed affirmance by said Board of rulings of the Trial Examiner upon certain objections and motions made by the respondent during the hearing as follows:

#### **To the Report**

1. The respondent objects and excepts to the report in its entirety for the following reasons, among others:

(a) The National Labor Relations Board issued its Decision and Order, including findings of fact and conclusions of law in the above captioned case on April 9, 1938, and the Board, after the respondent filed its petition to review and set aside said Decision and Order in the Circuit Court of Appeals for the Third Circuit, set aside its said Order and findings for the purpose of further proceedings before said Board, and, after a delay of two months issued said report dated July 13, 1938.

(b) Said report containing Proposed Findings of Fact, [fol. 163] Proposed Conclusions of Law and Proposed Order in the above captioned case is, with a few immaterial exceptions, identical with the aforesaid Decision and Order dated April 9, 1938, and if it is the result of further proceedings before the Board in said case, the respondent was not advised thereof and was permitted to take no part therein.

(c) The report is contrary to the evidence adduced at the hearing.

(d) The report is contrary to the law.

(e) The National Labor Relations Board was not qualified or competent to issue the report for the reason that the Board prevented its Trial Examiner from issuing an intermediate report.

(f) The Proposed Findings of Fact are not in proper form and the respondent is prevented thereby from ex-



cepting thereto because they are so mingled with statements of the National Labor Relations Board's opinions on and reactions to the testimony of the witnesses, quotations from the testimony, and the reasoning by which said Board reached its conclusions.

(g). Many of the Proposed Findings of Fact lack definiteness and specification so that the respondent is unable with certainty to determine what are the Proposed Findings of Fact.

(h) The form of the Proposed Findings of Fact is such that the respondent is thereby denied a full and fair hearing in that it is obstructed by said National Labor Relations Board in its exercise of its right to file its exceptions to the Proposed Findings of Fact.

2. The respondent objects and excepts to the preliminary statement in said report that:

"Full opportunity to be heard, to examine and cross-examine witnesses and introduce evidence bearing on the issues was afforded to all parties."

#### To the Proposed Findings of Fact

3. Respondent excepts to the Proposed Finding, page 5, that:

[fol. 164] "No method of determining this fact was decided upon since the Union was unwilling to reveal the identity of its members."

4. The respondent excepts to the Proposed Finding, page 6, that on the night of May 24th:

"Apparently dissatisfied with the prospective delay in recognition, the Union voted to strike; the strike being put into effect immediately."

5. The respondent excepts to the Proposed Finding, page 6, that:

"The Union indicated its willingness to have an election in which the employees would choose whether or not they wished the Union to represent them, but this sug-

gestion was not acceptable to the respondent or to the Association."

6. The respondent excepts to the Proposed Finding, page 8, that:

"Unveiled hostility by the respondent's supervisory officials greeted the employees in their attempts to organize."

7. The respondent excepts to the Proposed Finding, page 8, that:

"That such an attitude was not unexpected is indicated by the fact that from January to April the activities and meetings of the Union had been carried on in secret."

8. The respondent excepts to the Proposed Finding, page 8, that:

"Five employees testified that Heinrich, superintendent of the Pittsburgh plant, talked to them during April about unions. Heinrich is alleged to have told three of the witnesses that he had been informed they had attended a union meeting, and to have pointed out to them the benefits they had received by working for the respondent. In the case of another of the five, Heinrich is alleged to have stated, in addition to pointing out the benefits of working for the company, that the employee would not fare so well if a [fol. 165] union came into the plant. Heinrich denies that he made such statements. His unqualified denials of any anti-union activities are not convincing under the facts of this case."

9. The respondent excepts to the Proposed Finding, page 8, that:

"Locke, foreman of the Bean building, and Vajentic, a foreman of one division of the Bean building, are also charged with expressing sentiment against the union. Locke is alleged to have stated to Maternick, an employee, that he understood Maternick was 'one of those Bolshevists;' to have asked Maternick and Ahel, another employee, what they would 'get from a union;' and to have told Ahel that he would be sorry he had joined the outside union."

Locke's denials, in the light of his other activities set forth below, are likewise unconvincing."

10. The respondent excepts to the Proposed Finding, pages 8 and 9, that:

"Vajentic was not called by the respondent; there is, therefore, no denial of testimony, which seems credible to us, that Vajentic asked Canjar what he was trying to do to the respondent by attending a Union meeting the night before, that the company had always been good to him and that if the Union came in he would lose his insurance and social security; that Vajentic told Maternick that if the Union came in, Howard Heinz would shut down the plant rather than deal with it; and that Vajentic told Vilha, another employee, that if a union was organized in the plant it might cause all of them to lose their jobs."

11. The respondent excepts to the Proposed Finding, page 9, that:

"Hayes, also a foreman, is alleged to have told Frank Koontz 'Don't be like that dumb brother of yours. If anyone asks you to join the outside union, tell them to go to hell;' to have told John Koontz that the union president was getting '\$5.00 a head' for every member signed up in the Union; and to have asked John Warnick, what he thought of his 'dumb buddy' who 'after having 13 years [fol. 166] of service with the H. J. Heinz Company, he turns around and signs up with an outside union' which 'is led by a foreigner that hasn't even got a citizen's paper.' Hayes' denials of having made each and every one of the numerous statements are particularly unconvincing."

12. The respondent excepts to the Proposed Finding, page 9, that:

"Brooks, a foreman, and Schirer and Fisher, foreladies, were not called to deny that they had engaged in similar anti-union activities attributed to them by witnesses at the hearing."

13. The respondent excepts to the Proposed Finding, page 9, that:

"The above instances are cited merely as examples of the respondent's interference, restraint, and coercion of

employees in their rights to self-organization. Many other instances, even though denied, are clearly proved by the testimony."

14. The respondent excepts to the Proposed Finding, page 9, that:

"We find that the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

15. The respondent excepts to the Proposed Finding, pages 9 and 10, that:

"During the time this coercion and interference with the rights of employees to self-organization was being exercised, the Heinz Employees' Association first appeared in the plant. Bennett, a mechanic in the can department, testified that he conceived the idea in January, 1937, of forming an 'inside organization for the purpose of keeping any other organization out of the plant and to prevent strikes.' Bennett testified that at that time he solicited and secured aid in forming the organization from Frank Kirschner, William Ubrey, and John Ubrey, all machinists, and Eddie Grznkowski, an inspector and repairman. We do not consider this testimony wholly convincing even though the other four named as cooriginators testified to the same [fol. 167] facts, since the record does not indicate a single instance in which any other person was solicited to join the Association prior to April, 1937."

16. The respondent excepts to the Proposed Finding, page 10, that:

"Other employees, many of them group leaders or departmental timekeepers, were also active in soliciting signatures to the petitions."

17. The respondent excepts to the proposed Finding, page 11, that:

"More significant is the testimony of employees who state that group leaders are their 'bosses' because they give orders which must be obeyed. Certain groups leaders testified that the foremen held them responsible for the work performed by their groups."



18. The respondent excepts to the Proposed Finding, page 11, that:

"Significant also is the testimony of Greenier, a group leader who was active in soliciting members for the Association, who testified that when Frank Koontz asked Greenier to join the union Greenier 'ordered' him back on the conveyor."

19. The respondent excepts to the Proposed Finding, page 11, that:

"Heinrich, likewise, admitted the supervisory character of group leaders by testifying:

'Offhand I would say (there are) probably 250 that you would call supervisors in a sense . . . just the foremen and foreladies are salaried; the others are all hourly workers.' "

20. The respondent excepts to the Proposed Finding, page 11, that:

"Moreover, it is unnecessary for us to decide whether or not group leaders occupied positions of such supervisory character that their actions alone would bind the respondent. [fol. 168] There is evidence in the record of illegal activities by employees whose supervisory capacity is not denied."

21. The respondent excepts to the Proposed Finding, page 11, that:

"It is not denied by the foreman and foreladies of some departments that they knew of the activities carried on during working hours in behalf of the Association."

22. The respondent excepts to the Proposed Finding, page 11, that:

"In other departments, whether or not knowledge is denied by supervisors, it is apparent that they could not have been unaware of what was being done."

23. The respondent excepts to the Proposed Finding, page 11 and 12, that:

"The activities of Armstrong, an employee, in addition to showing the participation of one foreman in the affairs of

the Association, may be cited as an example of how openly these activities were carried on."

24. The respondent excepts to the Proposed Finding, page 12, that:

"In the afternoon of the same day, Grznkowski, previously mentioned as one of the five originators of the Association, gave Armstrong several petitions and directed him to begin getting signatures immediately. When Armstrong protested that he was supposed to be working, Grznkowski replied that his foreman would let him go."

25. The respondent excepts to the Proposed Finding, page 12, that:

"Armstrong on that day and for about 2 or 3 hours per day for an entire week circulated throughout the entire building getting signatures."

26. The respondent excepts to the Proposed Finding, pages 13 and 14, that:

"Locke's sentiment was not obscured by his statements [fol. 169] that the employees' wishes 'will be protected, whether you want to join the Heinz Association or the A. F. of L., some of the men are interested in' and 'if there are any who wish to join the A. F. of L., I am sure there are men here who will take care of them and see that they get signed up.'"

27. The respondent excepts to the Proposed Finding, page 14, that:

"Locke made no effort to secure some one to take signatures for the Union membership, but he did stand near the timekeeper's desk while the Association's petition was being signed."

28. The respondent excepts to the Proposed Finding, page 14, that:

"Dominic Vajentic, a brother of the foreman, does not deny that he openly solicited signatures to the petitions in Andy's department."

29. The respondent excepts to the Proposed Finding, pages 14 and 15, that:

"Maurice Shindler is a highly skilled machine designer who, although not shown to have any supervisory power, occupies a position of such character as to entitle him to eat in the cafeteria reserved for officers and foremen. Shindler testified that on the evening of May 20, while he was having dinner in the cafeteria, Hayes, general foreman, came in and sat down beside him. Shortly afterwards Palivoda and Skertish, and two other foremen whose names he did not know, came in and joined Hayes. Shindler testified:

'After being seated and greetings exchanged, Hayes said to Palivoda "How do you make out?" Palivoda began to enumerate that he spoke to a certain girl, and she informed him that she had signed up with the outside union, wouldn't have anything to do with the inside union. He talked to her, he said, the best he could. And he said, "Hayes, do you remember how she came and begged for a job, and the father also implored us to put her on, and now she shows her gratitude by joining the outside union." And [fol. 170] the whole tone of the conversation was that Mary this or Molly this, "I saw her. She has joined the outside union. I have talked to her. I did the best I could. I couldn't do anything. Others I have neutralized. Others have paid their initiation fee." And during the course of the conversation he mentioned that he had seen all of the 26 names on the list that Hayes gave him and had talked to them.

'Mr. Skertish also reported in the same vein.' "

30. The respondent excepts to the Proposed Finding, page 15, that:

"Hayes, Palivoda, and Skertish each denied that this conversation took place. Shindler seems a very credible witness, however."

31. The respondent excepts to the Proposed Finding, page 15, that:

"Palivoda is unconvincing."

32. The respondent excepts to the Proposed Finding, page 15, that:

"Skertish testified he couldn't have made such a report, 'because Mr. Heinrich, the superintendent, wanted me not to talk unions or to have anything to do with them.'"

33. The respondent excepts to the Proposed Finding, page 15, that:

"We consider Hayes' denial, viewed in the light of his consistent denials that he engaged in any of the activities to which numerous witnesses testified, unconvincing."

34. The respondent excepts to the Proposed Finding, page 15, that:

"Although there is additional evidence, the testimony discussed is sufficient to show that the respondent through its supervisory officials has dominated and interfered with the formation and administration of the Association and contributed support to it; and we so conclude."

[fol. 171] 35. The respondent excepts to the Proposed Finding, page 16, that:

"As long as the Association continues, it remains the respondent's weapon against its employees' free exercise of their right to self-organization and to join a union of their own choosing."

36. The respondent excepts to the Proposed Finding, page 16, that:

"We find that the respondent has dominated and interfered with the formation and administration of the Association and contributed support to it; and that by these activities the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them in Section 7 of the Act."

37. The respondent excepts to the Proposed Finding, page 17, that:

"Since by the statements of the Association's president, the Association has existed since the election solely for social purposes, such membership is not inconsistent with the desire of a majority of the employees to have the Union represent them for the purposes of collective bargaining."



38. The respondent excepts to the Proposed Finding, page 17, that:

"Moreover, we cannot consider membership in the Union as a free act because of our finding that the Association was dominated by the favoritism shown to it by the respondent."

39. The respondent excepts to the Proposed Finding, page 17, that:

"In the absence of evidence to the contrary there is a presumption that a majority of the employees continue to desire the Union to represent them."

40. The respondent excepts to the Proposed Finding, page 18, that:

"At these conferences the subject matter of discussion between the groups was largely confined to the provisions [fol. 172] of a proposed contract which had been submitted by the Union to the respondent on June 17."

41. The respondent excepts to the Proposed Finding, page 19, that:

"The proposal was the outcome of statements by Riley and Shinabarger that their actions were subject to the approval of the other directors of the respondent."

42. The respondent excepts to the following portion of the Proposed Finding, pages 19 and 20, that:

"That the respondent's offer was a 10 per cent increase and that the Union could 'take it or leave it.'"

43. The respondent excepts to the Proposed Finding, page 20, that:

"Wilner and other members of the Union who were present testified that Anderson, in addition, stated that Riley and Shinabarger had full authority to act for the respondent. Although this is denied by the respondent's witnesses, we believe that events which followed reasonably indicate such authority."

44. The respondent excepts to the Proposed Finding, page 20, that:

"The Union, feeling that an impasse had been reached, again solicited the aid of State and Federal mediators. The

respondent refused the suggestion of the mediators that the matter be submitted to mediation, but agreed to meet again with the Union representatives on July 1 "

45. The respondent excepts to the Proposed Finding, page 20, that:

"Shortly after the representatives of the Union had left this conference, Riley sent for Kracik, the international representative of the Amalgamated. Kracik returned to the plant where Riley bluntly informed him that the respondent did not intend to enter into any signed agreement with the Union."

[fol. 173] 46. The respondent excepts to the Proposed Finding, page 21, that:

"It was finally agreed at this meeting that Wilner and Ebbert should incorporate the terms on which an understanding had been reached in a memorandum."

47. The respondent excepts to the Proposed Finding, page 21, that:

"The committees made certain other changes and all present agreed that Ebbert should prepare a final draft and that this draft should be posted on the respondent's bulletin boards on the following day."

48. The respondent excepts to the Proposed Finding, page 21, that:

"While Riley denies that such arrangements had been made, Wilner received a copy of a corrected memorandum from Ebbert on the following day."

49. The respondent excepts to the Proposed Finding, page 21, that:

"This fact clearly indicates that Ebbert likewise understood at the meeting of July 14, that Riley and Shinabarger had agreed to the form of the memorandum and establishes the fact that no indication had been given that their agreement was subject to further action by other directors of the respondent."

50. The respondent excepts to the Proposed Finding, page 23, that:

"On July 31, 1937, Wilner met with Ebbert and Bostwick, attorneys for the respondent. Wilner protested against the procedure which had been followed by the respondent throughout the negotiations and the bulletin as prepared by Heinz in particular."

51. The respondent excepts to the Proposed Finding, page 23, that:

"The next meeting held between any of the interested parties occurred on August 11. The delay in this instance alone is not attributable to the respondent."

[fol. 174] 52. The respondent excepts to the Proposed Finding, page 23, that:

"In only two material particulars did the respondent's representatives agree to a revision. The payment of over-time for work in excess of 44 hours a week was changed to payment for work in excess of 40 hours, and the name of the Union was put in the paragraph relating grievances."

53. The respondent excepts to the Proposed Finding, page 24, that:

"On August 17, Tasker, business agent of the Union, wrote the following letter to Riley:

"This is to advise you that the notice you have posted on your bill-board does not in our opinion constitute an agreement within the intent of the memorandum of understanding entered into by and between our Union and you on June 4, 1937, nor is it evidence of bona-fide collective bargaining within the meaning of that understanding or the National Labor Relations Act.

"Nevertheless, we realize that the concessions gained for the employees of the H. J. Heinz Company were the direct results of our efforts and we are anxious to conserve for the Heinz employees the benefits which they so richly deserve and for which we strove so hard.

"We, therefore, do not object to you (sic) posting of the notice but intend to lay this matter before the National Labor Relations Board in order to have that impartial agency determine whether or not you have bargained in

good faith and whether you have done what our memorandum of understanding of the 4th of June, 1937, and the law requires of you.' "

The respondent does not except to the Proposed Finding that the letter quoted was sent to it by Tasker, but does except to the basing of any Proposed Finding thereon for the reason that the letter contains false and inaccurate statements and is self-serving in its entirety.

54. The respondent excepts to the Proposed Finding, page 24, that:

[fol. 175] "It is plain from the foregoing recital of facts that the respondent has not bargained collectively with the Union within the meaning of Section 8, subdivision (5) of the Act."

55. The respondent excepts to the Proposed Finding, page 24, that:

"In the first place it is not clear that, although an accord on terms was reached, the respondent was willing to embody those terms in an agreement binding upon the parties. The respondent contends that there was such an agreement. The Union in its letter of August 17, apparently thinks that there was not. If there were no such agreement, there was, of course, a violation of Section 8, subdivision (5) within the principles set forth in Matter of St. Joseph Stock Yards Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 159."

56. The respondent excepts to the Proposed Finding, pages 24 and 25, that:

"However, it is not necessary to decide this matter here, since the respondent did not fulfill its obligation under Section 8, subdivision (5) in two other vital respects."

57. The respondent excepts to the Proposed Finding, page 25, that:

"First, the respondent has failed to recognize the Union, and, assuming an agreement was reached, to agree with the Union as the representative of its employees. In the 'Labor Relations Bulletin' posted on August 15, representing the



culmination of the negotiations, the respondent flatly refused to name the Union as the collective bargaining agent or to give it any express credit for the results reached."

58. The respondent excepts to the Proposed Finding, page 20, that:

"The attitude of the respondent in this matter is in strong contrast to its attitude towards the Association."

[fol. 176] 59. The respondent excepts to the Proposed Finding, page 25, that:

"The difference in the respondent's treatment of the two organizations must be viewed in the light of its antipathy towards the Union, and its use of the Association to prevent self-organization. It clearly wishes to impress its employees with the benefits of membership in the Association and to convince them that no benefits had been gained by virtue of membership in the Union."

60. The respondent excepts to the Proposed Finding, page 25, that:

"The respondent's fixed determination ~~not to~~ accord the Union the recognition contemplated by the Act is further evidenced by its own analysis of what it considers its liability under the bulletin of August 15."

61. The respondent excepts to the Proposed Finding, page 26, that:

"Assuming that an 'agreement' with someone had been reached, the failure of the respondent to make or to acknowledge that it had made an 'agreement' with the Union, although the Union was the party with whom it was obligated under the Act to bargain collectively, was a failure to recognize and deal with the Union as the collective bargaining agent of its employees."

62. The respondent excepts to the Proposed Finding, page 26, that:

"Secondly, the respondent refused to enter into a written signed agreement."

63. The respondent excepts to the Proposed Finding, page 27, that:

"We conclude, therefore, that the Union never abandoned either its demand, or its desire for a written signed agreement providing full recognition of the Union and embodying an understanding reached as a result of genuine collective bargaining."

[fol. 177] 64. The respondent excepts to the Proposed Finding, page 27, that:

"Beyond the definite refusal to recognize the Union or to make a written agreement with it as hereinabove discussed, we consider that the respondent's actions throughout the course of negotiations indicate that it was not acting in good faith."

65. The respondent excepts to the Proposed Finding, page 27, that:

"Officials of the respondent testified that it had always been the policy of the Company not to enter into written agreements with labor organizations. Knowing this, the respondent nevertheless failed to disclose this policy to the Union during the negotiations which settled the strike."

66. The respondent excepts to the Proposed Finding, page 27, that:

"During its early negotiations with the Union, the respondent not only failed to notify the Union that it would not enter into a signed agreement, but made no objection to the form of Union agreement, thus affirmatively giving the Union the impression that it had no objections to entering into a written agreement."

67. The respondent excepts to the Proposed Finding, page 27, that:

"Furthermore, it is apparent that no substantial concessions relating to wages and hours were granted to the employees after negotiations with the Union, which had not already been acceded to by the respondent at the time of its negotiations with the company-dominated Association."

68. The respondent excepts to the Proposed Finding, page 27, that:

"In at least one important provision, the Association [fol. 178] had gained better terms than the Union."

69. The respondent excepts to the Proposed Finding, pages 27 and 28, that:

"The attitude of the respondent during the negotiations was that expressed by Anderson in the meeting of June 28, namely, that the respondent offered certain terms which the Union could 'take or leave.'"

70. The respondent excepts to the Proposed Finding, page 28, that:

"The actions of Anderson in refusing to allow the posting of the memorandum of July 14, and of Heinz in re-writing that memorandum indicate, at the least, the employment of dilatory tactics, designed to further discredit the Union."

71. The respondent excepts to the Proposed Finding, page 28, that:

"Finally, we do not consider that the Union by continuing negotiations beyond July 1, 1937, and by agreeing to the posting of the bulletin of August 15, at any time indicated that the procedure of posting a bulletin was acceptable as a substitute for a written agreement signed by the parties."

72. The respondent excepts to the Proposed Finding, page 28, that:

"By its letter of August 17, 1937, the Union specifically notified the respondent that such a procedure was not acceptable. The Union has not, therefore, waived its right to insist before this Board that the respondent has failed to bargain collectively in accordance with the provisions of the Act."

\* "All employees called out for work were guaranteed at least four hours continuous work under the agreement with the Association; under the agreement with the Union any employee instructed to report for work and who was sent home because work was not available received a minimum of two hours pay."

[fol. 179] 73. The respondent excepts to the Proposed Finding, page 28, that:

"We therefore conclude that the respondent has failed and refused to bargain collectively with the representatives of its employees within the meaning of Section 8, subdivision (5) of the Act; and that by such failure and refusal the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

74. The respondent excepts to the Proposed Finding, pages 28 and 29, that:

"We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and with foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce."

#### To the Proposed Conclusions of Law.

75. The respondent objects and excepts, for the reasons set out in 1 (a) through 1 (e) hereinabove, to each and every Proposed Conclusion of Law set forth in said report, which Proposed Conclusions of Law appear on pages 29, 30 and 31, of said report, and are numbered 1 to 7:

76. The respondent objects and excepts, generally and specifically, to the Proposed Conclusions of Law set forth in said report, appearing on pages 30 and 31 thereof, and numbered 2, 3, 5, 6 and 7.

77. The respondent objects and excepts to the Proposed Conclusions of Law set forth in said report, for the additional reason that many of them are contrary to the Board's own Proposed Findings of Fact.

#### To the Proposed Order.

78. The respondent objects and excepts, for the reasons set forth in 1 (a) to 1 (e) hereinabove, to each and every [fol. 180] portion of the Proposed Order set forth in said



report, which Proposed Order appears on pages 31, 32 and 33, of said report.

79. The respondent objects and excepts, generally and specifically, to the following portions of the Proposed Order as set forth in said report, and which appear on pages 31, 32 and 33, of said report, viz.:

- (1) The introductory portion of said Proposed Order.
- (2) Part 1 (a) of said Proposed Order.
- (3) Part 1 (b) of said Proposed Order.
- (4) Part 1 (c) of said Proposed Order.
- (5) Part 2 (a) of said Proposed Order.
- (6) Part 2 (b) of said Proposed Order.
- (7) Part 2 (c) of said Proposed Order.
- (8) Part 2 (d) of said Proposed Order.

**To the Failure of the National Labor Relations Board to  
Make Proposed Findings of Fact**

80. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the supervisory force of the respondent consists of foremen, foreladies and persons working out of the office of the plant superintendent as general foremen, and numbers approximately 116 persons (R. 822-824).

81. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Heinrich, its superintendent, instructed all of its foremen and foreladies, individually, to play no part whatever in the labor organization activities in its plant, and that the organization were given early in the course of such organization (R. 827-828).

82. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Heinrich, its superintendent, held a meeting of its supervisory force and instructed such force not to enter in any way into the organization activities of the respondent's employees; that this meeting was [fol. 181] held immediately following a complaint from the Union that some foremen had taken part in such activities (R. 826-827).

83. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact

that both the Union and the Association solicited for membership in the respondent's plant during working hours during the labor organizations campaign (R. 990, 988).

84. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that members of the respondent's supervisory force stopped employees of the respondent who were circulating membership petitions of Heinz Employees Association during working hours and forbade them to do so (R. 969, 992).

85. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Heinrich, its superintendent, at a meeting of all of the respondent's supervisory force, instructed the members of said supervisory force that they were to prohibit the solicitation by any employee of membership in any labor organization during working hours (R. 828-829).

86. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Riley, one of its directors, instructed all of its supervisory force not to interfere in any way whatever with the labor organizations of its employees and to permit the respondent's employees to do what they wished in that regard (R. 1329-1334) [and that upon communication of this fact to the Union, it expressed satisfaction with what had been done (R. 396, 1331)].

87. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Howard Heinz, its president, at a meeting of all of the respondent's supervisory force, held immediately after the strike was over, instructed said supervisory force not to interfere in any way with the respondent's employees in their exercise of their rights and [fol. 182] in no way to discriminate against them (R. 829).

88. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Heinrich, its superintendent, shortly after the strike was over, and instructed the members of said supervisory force not to interfere with the employees of the respondent or discriminate against them (R. 830).

89. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Heinrich, its superintendent, sent a letter (Respondent's Exhibit 3) on June 21, 1937, to all of the respondent's foremen and foreladies (R. 831), instructing them to see that every employee received a square deal regardless of affiliation.

90. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that on June 4, 1937, before the agreement with reference to the consent election and subsequent collective bargaining (Board's Exhibit 16) was signed by the respondent, the respondent announced through counsel that it would not agree to the inclusion of the word "written," therein, for the reason that whether or not a written agreement would be entered into with the certified collective bargaining agency was a matter for future negotiation (R. 1359, 1360).

91. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the respondent, through Riley, one of its directors, announced at the first bargaining meeting with the representatives of the Union following settlement of the strike that Riley represented the respondent's board of directors and that he had to refer back to the directors for approval of any actions taken in the bargaining meetings (R. 1367).

92. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the Union wanted a written signed agreement for psychological reasons (R. 617-619).

93. The respondent objects and excepts to the failure [fol. 183] of the National Labor Relations Board to find as a fact that upon leaving the meeting of July 14, 1937, the respondent announced through Riley, one of its directors, that Riley and Shinabarger did not agree that the proposed agreement (Board Exhibit 20) would be posted the next day, but that they would attempt to secure the approval of the proposed agreement by their superiors (R. 1380, 1381).

94. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact



that Kracik, international representative of the Union, told Riley during the negotiation meetings that a written signed agreement was not required (R. 681), and agreed with Riley and Shinabarger that the agreement between the respondent and the Union need not be a written signed agreement (R. 1377).

95. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that Wilner, attorney for the Union, admitted that the respondent, by posting the agreement on its bulletin boards on August 15, 1937, became bound thereby (R. 618).

96. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the Union called a meeting for August 20, 1937, for the purpose of considering the contract posted upon the bulletin boards in the respondent's plant (Respondent's Exhibit 7).

97. The respondent objects and excepts to the failure of the National Labor Relations Board to find as a fact that the Union, through its official organ, dated October, 1937, (Respondent's Exhibit 6) published the fact that an agreement had been reached between the respondent and Canning and Pickle Workers Union, Local 325, after nine weeks of negotiation, explained the agreement in brief, and printed the agreement in full under the heading "Agreement between H. J. Heinz Company and Local 325."

#### To the Proposed Rulings

98. The respondent excepts to the proposed ruling of the [fol. 184] National Labor Relations Board to deny the respondent's motion to dismiss the Complaint.

99. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 4) of the Trial Examiner, overruling the respondent's objection (R. 3) to the admission of proof of service of the complaint on Heinz Employees' Association.

100. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 15) of the Trial Examiner, overruling the respondent's motion to strike an answer of Kracik, a witness for the



Board. The question, answer, motion to strike and ruling thereon are as follows: (R. 14, 15)

"Q. May I interrupt a minute? What do you mean, they must come out in public? What had they been doing?

A. Well, they had been meeting secretly.

Q. Why?

A. They were afraid they would be discharged from H. J. Heinz Company the minute somebody finds out they are a members of some organization.

Mr. Reed: I move that this answer be stricken as hearsay and not involved in this case at all. There is an organization. Its existence is not denied. It is recognized, and has had an election, and is bargaining with the Company, so that all this is ancient history, and has nothing to do with the present controversy.

Mr. Kleebe: On the contrary, I believe it is necessary to this case to show the general and brief history of the origin of this local so we can get an understanding for future development.

Trial Examiner Walsh: Do you wish an exception on that, Mr. Reed?

Mr. Reed: Yes."

101. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 60) of the Trial Examiner, overruling the respondent's [fol. 185] objection (R. 59) to a question directed to Novak, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 59, 60).

"Q. Did you notice that the activities increased after the Heinz Employees Association began, and after it started did you observe that these activities increased?

Mr. Reed: This is objected to as very leading and certainly not material. They surely don't claim that the Company showered benefits on these people in favor of one union and against the other. It was open to all of them, wasn't it? All these events were open to everybody, weren't they?

Trial Examiner Walsh: Objection overruled."

102. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 72) of the Trial Examiner, sustaining the objection of counsel for the Board to a question directed to Novak, a witness for said Board. The question, objection and ruling thereon are as follows: (R. 72)

"Q. You still regard that as an effort to bribe you, is that it?" You regard that incident as an effort to bribe you to get you to sell out?

A. I don't speak so good English. You had better talk plain English to me.

Q. What language do you speak?

A. You can't understand that.

Q. What language is it?

A. Slovenian.

Q. What language does Kracik speak?

Mr. Kleeb: I object to that as immaterial.

Mr. Reed: The witness expressed difficulty—

Mr. Kleeb: It has nothing to do about another witness.

Trial Examiner Walsh: Objection sustained.

[fol. 186] 103. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 77) of the Trial Examiner, sustaining the objection of counsel for the Board to a question directed to Novak, a witness for said Board. The question, objection and ruling thereon are as follows: (R. 77.)

"Q. You thought that was proper, for you to go in and break up their meeting, did you?

Mr. Kleeb: I object to the form of the question.

Trial Examiner Walsh: Sustained.

104. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 234) of the Trial Examiner, overruling the respondent's objection to a question directed to Pintus, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 233, 234)

"Q. Have you observed any change in the attitude of the foremen towards you since the strike and the election?

Mr. Reed: Just a minute, I didn't hear that question.

(Question read as above recorded.)

Mr. Reed: I think this ought to be confined to what was said or done. A change of attitude may mean a frown.

Mr. Kleeb: Well, I think it is relevant. This man certainly has shown that he didn't join the association at the request of a boss and he admits joining the A. F. of L. union. I think that it is perfectly relevant to show the difference now of the bosses towards him than existed prior to the election.

Trial Examiner Walsh: Overruled. The question may be answered."

105. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 359) of the Trial Examiner, overruling the respondent's objection (R. 358) to a question directed to Frank Koontz, a witness for the Board. The question, objection and ruling [fol. 187] thereon are as follows: (R. 358, 359)

"Q. What is his pension?

Mr. Reed: This is objected to.

Mr. Kleeb: Counsel for the respondent raised the question of pension. I think we are entitled to know.

Trial Examiner Walsh: Objection overruled. He may answer."

106. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 411) of the Trial Examiner, sustaining the objection of counsel for the Board to a question directed to Bodnar, a witness for said Board. The question, objection and ruling thereon are as follows: (R. 411)

"Q. You don't understand English very well, do you?

A. I no understand pretty good.

Q. You were born in Russia?

A. Yes, sir.

Q. Are you a citizen?

A. Not now.

Mr. Kleeb: I object, it is immaterial.

Trial Examiner Walsh: Overruled. I beg your pardon. Sustained.

107. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling



(R. 525) of the Trial Examiner, sustaining the objection of counsel for the Board to a question directed to Loukans, a witness for said Board. The question, objection and ruling thereon are as follows: (R. 524, 525)

"Q. Who destroyed it?

Mr. Kleeb: I object.

Trial Examiner Walsh: Objection sustained.

Mr. Kleeb: I object to the witness answering who destroyed it; it is immaterial.

[fol. 188] Trial Examiner Walsh: Sustained.

Mr. Reed: I don't think it is immaterial. This is the question of the speech that was supposed to have been made by the foreman about a paper that was lost or destroyed. The witness brought the matter up himself. Is he not permitted to say who destroyed it? He says he knows who destroyed it."

108. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 548) of the Trial Examiner, overruling the respondent's objection to a question directed to Wilner, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 547, 548)

"Q. (By Mr. Kleeb) Will you look at Board's exhibit 17, Mr. Wilner, and, if you know, will you state again why that document was executed; what was the purpose of it, along with this memorandum of understanding, as you understood the stipulation?

A. Yes.

Mr. Reed: Now, I object to the witness saying what the purpose of the signing of the thing is. The paper speaks for itself. He may have his idea why it was signed, and we may have a different idea.

Mr. Kleeb: All right. I think the witness can give his idea and understanding of what the purpose of it was.

Mr. Reed: The paper stands for what it stands for. His idea of the purpose of it doesn't make any difference.

Mr. Kleeb: That's right.

Trial Examiner Walsh: Overruled."

109. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling



(R. 550) of the Trial Examiner, overruling the respondent's objection (R. 549) to a question directed to Wilner, a witness for the Board, and a motion to strike the answer thereto. The question, answer, objection, motion to strike and ruling thereon are as follows: (R. 548 to 550)

"Q. (By Mr. Kleeb) With reference to what? [fol. 189] A. And with reference to the Heinz Employees Association and any acts on the part of the H. J. Heinz Company which we thought were against the rights given the union under the National Labor Relations Act.

Mr. Reed: I object to that and move to strike it out. The stipulation is signed by the Heinz Company; they don't know anything about what's in these affidavits. Therefore, any reservation in the mind of counsel for the union as to what they were reserving or saving by it hasn't anything to do with it.

The stipulation stands for whatever it says. Those affidavits might have been discrimination cases, might have been a man claimed he had been discharged and wanted reinstatement, or might have been a charge against the association, but when you sign a paper and you don't know what the affidavits are, you have got to be guided by the paper only, not what Mr. Wilner had in his mind.

Mr. Kleeb: If the Trial Examiner please, I think the record does disclose that there was a charge filed which is in evidence by this Canning & Pickle Workers Union on May 27th of this year, a charge filed under Section 8, subsections 1 and 2, of the Act. It's part of the pleadings.

Mr. Reed: That has nothing to do with what the company knew at the time it signed this stipulation. The company didn't know what was on file.

The Witness: Maybe I could clear this up.

Mr. Kleeb: May the witness—I suppose there is a motion to strike, is there not?

Mr. Reed: Yes.

The Witness: I don't want to volunteer any testimony.

Trial Examiner Walsh: How can you clear it up?

The Witness: Well, at that time there was a discussion as to this particular thing and the company knew, I mean, it was freely discussed by all the parties there, the fact

that there were certain charges pending before the National [fol. 190] Labor Relations Board, and I made the point, on behalf of the union, we would not enter into a consent election if we would then be confronted with a situation later on wherein the company could say, 'Well, you agreed to an election on June 4th and that wipes everything off prior to that time,' and that was the reason we insisted on the stipulation being signed, so that it would make clear anything that had gone on before that time was not wiped off the books, so to speak.

Trial Examiner Walsh: Objection overruled.

110. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 552) of the Trial Examiner, overruling the respondent's objection (R. 551) to a question directed to Wilner, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 551, 552)

"Q. Was it your understanding it was a bilateral agreement or unilateral agreement?

Mr. Reed: This is objected to. It doesn't matter what his understanding of the word 'agreement' means. Counsel's opinion has nothing to do with it.

Mr. Kleeb: I think it is relevant whether this witness, at the time of this memorandum of understanding, when it was signed, what he understood the word 'agreement' to mean. There are unilateral statements of policy and bilateral statements of policy and bilateral agreements. This says 'agreement.'

The witness testified he wanted a written agreement. It could still be a written unilateral agreement. I think the witness could still understand and state whether it was his understanding that the word 'written' meant a bilateral trade agreement.

Trial Examiner Walsh: It will not bind the Board to offer a certain illumination as to the atmosphere in which this discussion was carried on. I mention this; ordinarily I wouldn't give any support to the ruling I intend to make, but it may come up again.

I know the Board and I will be assisted materially to know what the atmosphere was insofar as it can be revealed [fol. 191] by the participants in this conference, without any

prejudice to the interpretation of the agreement as it stands in written form, so I will overrule that objection."

111. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 562) of the Trial Examiner, overruling the respondent's objection (R. 561) to a question directed to Wilner, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 561, 562).

"Q. Can you state briefly what was discussed at that conference?

A. I recall—

Mr. Reed: That is objected to, if the Court please. The negotiations by which these parties finally reached an agreement of some kind hasn't anything to do with the charge of this case, which is that they did not make a written agreement. Now, we are not negotiating this agreement at this time. There was one arrived at that was satisfactory to both sides. That is where this line of proof ought to start and not go through all the negotiating conferences.

Mr. Kleebe: If the Trial Examiner please, I am willing to have a ruling on that. I agree with Mr. Reed that the negotiations concluded in a labor bulletin or labor policy bulletin issued by the company to its employees sometime in the middle of August—negotiations began June, around June 17th, 1937, following the election, and after spasmodic and periodic meetings run in August, there was posted, I believe on the bulletin board in the middle of August a unilateral statement of policy, a copy of which I intend to offer in evidence. After that time there was a meeting and discussion of the contract. Then there was a change of policy, and then the company gave this unilateral contract.

I intend to show the series of meetings and what took place at them, briefly, and when this change of policy occurred, to show what led up to this unilateral labor relations bulletin, as it is called.

Trial Examiner Walsh: The objection is overruled. You may go on."

[fol. 192] 112. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 566) of the Trial Examiner, overruling the respondent's objection (R. 562) to a question directed to Wilner,



a witness for the Board, and the motion to strike out the answer thereto. The question, answer, objection, motion and ruling thereon are as follows (R. 562 to 566):

"By Mr. Kleeb:

"Q. The question was, Mr. Wilner, will you relate briefly what took place at the July 17th meeting when the contract was presented?

A. As I stated, we began to go over the contract paragraph by paragraph. I recall very distinctly that Mr. Riley objected to the phrase 'or its successor' in the first paragraph of that contract. We discussed that phase of it, and then we agreed to strike out the three words 'or its successor'. There was no objection to any other part of that introductory paragraph.

Mr. Reed: I object to that move to strike it out. If there was no objection doesn't mean anything in this case. Do you mean to say that Mr. Riley said the rest of it is all right or that the company said it or the Heinz Company adopted. We are just going to get nowhere when one attorney is it?

going to say that in his mind there was no objection to this, that, or the other.

The Witness: What I said, Mr. Reed was that there was no objection made about any of the phrasing of the rest of this paragraph. The only objection made was to the three words. I don't know what was in Mr. Riley's mind—I agree with you in that—but I do know what he said:

Mr. Reed: Well, then, testify to what he said.

The Witness: I did.

Mr. Reed: I would like to be heard.

Trial Examiner Walsh: What does the record show as 'the witness' answer?

(The record was read.)

Trial Examiner Walsh: It is only on the second statement that you got in the word 'made'.

[fol. 193] The Witness: I would be willing to amend the statement.

Mr. Reed: I would like to state our position about that. We are launching on something that is going to take weeks. There were conferences after conferences in which we brought up something and they brought up something, and



they brought up something, and we discussed this and they discussed that. We have a got a book full of it with every detail of what was said and done, at those conferences. Now, what you are doing is you are permitting the lawyer who drew his own contract and brought it into a meeting to start through it paragraph by paragraph and because of the fact that a particular thing wasn't said when that paragraph was read, he is testifying that that was agreed to. Now, everybody knows that an agreement isn't made that way. You sit down and negotiate, you pass a point and you may bring it up in a different form, and Mr. Wilner knows and Mr. Kleeb knows that you don't get a contract in a conference by his reading his version and somebody objecting to this or that.

Now, are we going to try all of these conferences? We are prepared, if you want to. We have got every word that was said in all of them, but that isn't this case. That is not involved in this case. We are simply making a record here and that can't possibly be material.

Mr. Kleeb: In a good bit of Mr. Reed's statement I concur. I also agree that conference after conference generally is necessary to reach an agreement, and I admit that conference after conference was held.

I don't intend to go through paragraph upon paragraph of this contract and state what was said about it, but I do want to show that the contract in the various meetings, up to a certain point, this very contract, which is drawn as a bilateral contract, was used as the basis of negotiation. That is all I intended to show, and I intended to show the change of policy on the part of the company at a certain point, when they decided they were not going to sign a bilateral trade agreement or sign any other kind of an agreement.

[fol. 194] Trial Examiner Walsh: How much, Mr. Kleeb, do you intend to go into the understandings of the witness in regard to these points that were changed or points that were not changed, in this original draft?

Mr. Kleeb: Well, I can answer that by saying very little.

Trial Examiner Walsh: This is testimony, then, in regard to the charge recited in paragraph 8, subsection 5, isn't it?

Mr. Kleeb: Yes, sir.

Trial Examiner Walsh: It isn't worded as counsel recalls it in terms of arriving at an agreement or a written agreement, but collective bargaining in good faith?

Mr. Kleeb: Yes.

Trial Examiner Walsh: Something like that. And it is relevant to that which you are examining into, the steps of this particular conference?

Mr. Kleeb: Yes. I certainly believe the attitude and demeanor of a company in its representatives at meetings, so-called collective-bargaining meetings, is relevant as to whether they are bargaining as contemplated by this law or whether they are refusing to bargain collectively as contemplated by this law.

Now, the mere fact that they refuse to sign a contract, that alone is material. Certainly it is material whether the signing of a bilateral trade agreement is collective bargaining or not, but it is also material to the attitude of the representatives of the company, as to what attitude they took toward the representatives of the union in the so-called collective-bargaining meetings.

Trial Examiner Walsh: That is what you are interested in in these questions?

Mr. Kleeb: Yes, sir.

Trial Examiner Walsh: Well, then, the objection, as I understood it, and I think I got the full measure of your objection, Mr. Reed, which I will keep in mind, will be overruled at this time."

[fol. 195] 113. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 650) of the Trial Examiner, overruling the respondent's objection to a question directed to Gutowski, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 650)

"Q. In Board's exhibit 16, which is a copy of the memorandum of understanding signed by the parties, the fourth paragraph says in substance that the company will recognize the organization receiving the majority of the eligible votes cast as the exclusive bargaining agency, and after 10 days after the election will commence negotiations for the purpose of reaching an agreement affecting wages, hours, and working conditions.

Will you state whether you recall any discussion about that clause, about an agreement or a written agreement, and, if so, what was that discussion?

A. It seemed to be—

Mr. Reed: I will save an objection to that that I have made heretofore.

Trial Examiner Walsh: Note the objection."

114. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 656) of the Trial Examiner, sustaining the objection of counsel for the Board to a question directed to Tasker, a witness for said Board. The question, objection and ruling thereon are as follows: (R. 656)

"Q. Did you want a written agreement?

Mr. Kleeb: I object.

A. We are talking about—

Mr. Kleeb: Just a minute.

Trial Examiner Walsh: Sustained."

115. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 666) of the Trial Examiner, overruling the respondent's objection to a question directed to Rice, a witness for the [fol. 196] Board. The question, objection and ruling thereon are as follows: (R. 666)

"Q. Would you state what your impressions were at the time from the expressions of the company representatives in your presence as to whether or not the company representatives were dealing with the union representatives as an equal and as an equal collective bargaining agency with the company representatives?

Mr. Reed: This is objected to as calling for an impression and not a statement of fact. It would be immaterial, anyway. How can you compare equals. I don't know what he means by that.

Mr. Kleeb: If the Trial Examiner, please, it seems to me that Father Rice knowing this union, being interested in it, and knowing it to be a young union, and sitting in several conferences with its representatives, observing the statements of the company representatives, mature men and men representing this large company, could certainly get impressions, definite impressions from the expressions of the representatives of the company as to what he thought the impression was he received as to whether these company



representatives were dealing with the exclusive bargaining agency equal with the company. I think he is capable—

Mr. Reed: Suppose he has impressions? They are not evidence.

Trial Examiner Walsh: Overruled. You may answer that."

116. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 693) of the Trial Examiner, overruling the respondent's objection (R. 691) to the admission of the testimony of Saposs, a witness for the Board. The testimony of Saposs appears in the record between pages 686 and 758. The objection and ruling thereon are as follows: (R. 691-693)

"Mr. Reed: The testimony of this witness is objected to for the following reasons: The witness states that he knows nothing about the negotiations that led to the making of this [fol. 197] agreement and, therefore, he is incompetent to testify. The Act of Congress defines collective bargaining; there is no explanation necessary, and the opinion of the witness would not throw any light on what is collective bargaining, particularly when the witness wasn't familiar with the negotiations that were going on at the time.

The proposed testimony would simply go into a general field of collective bargaining that is not germane to this case, and it is totally irrelevant.

Further, we have the anomalous situation here of the Labor Board acting as judge, the Labor Board acting as prosecutor, and now the Labor Board wants to be the witness, too; and it would be highly improper for the Labor Board official to state his view of collective bargaining in view of the fact that it is the Labor Board that has to decide this case.

Mr. Kleeb: Briefly, in answer to the objection, the Act does not define collective bargaining. It says it is an unfair labor practice to refuse to engage in collective bargaining. Therefore I think that an expert on the subject is very competent to testify in this hearing as to what are the processes of collective bargaining as understood by him in his studies in this field of labor.

And the fact that the witness is the chief economist of the National Labor Relations Board certainly does not make him incompetent to testify on the subject. He has stated



in the record his experiences, his education, the broad education that he has, and simply because he is the chief economist of the Board does not deny him the right to give to this case his knowledge of the subject, and I think his testimony is not only competent but very material and very relevant to the issues herein set forth in this case.

Trial Examiner Walsh: The objection will be overruled. You may proceed."

117. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 705) of the Trial Examiner overruling the respondent's objection to a question directed to Saposs, a witness for [fol. 198] the Board. The question, objection and ruling thereon are as follows: (R. 705)

By Mr. Kleeb:

"Q. In your opinion, is the refusal of an employer to insert the union name in an agreement as a party to the agreement bargaining in good faith and conducive to successful bargaining?

Mr. Reed: The same objection to this.

Trial Examiner Walsh: Objection overruled."

118. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 718) of the Trial Examiner, overruling the respondent's objection to a question directed to Saposs, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 718-719)

By Mr. Kleeb:

"Q. Mr. Saposs, I would like to place in your hand Board's exhibit 22, which I mentioned previously as the labor-relations bulletin posted by the Heinz Company, and Board's exhibit 25, which you identified as a trade-agreement between the Johnstown Packing Company and a local union of the Amalgamated Meat Cutters and Butcher Workmen.

I want you to make a comparison of the two agreements. Would you care to have any time to read those, to compare them?

A. If I may, please.

Mr. KleeB: May I ask for a few minutes recess to give Mr. Saposs time to make a comparison?

Trial Examiner Walsh: Yes; five minutes recess.

(Thereupon a short recess was had.)

Trial Examiner Walsh: The hearing will come to order. Mr. KleeB, will you proceed?

By Mr. KleeB:

Q. Have you made the comparison, Mr. Saposs?

A. I have.

[fol. 199] Q. Will you state your findings from that comparison?

A. I find—

Mr. Reed: I make the same objection as has been made before.

Trial Examiner Walsh: Note that objection. It is overruled.

Mr. Reed: Exception."

119. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 724) of the Trial Examiner, overruling the respondent's objection to a question directed to Saposs, a witness for the Board. The question, objection and ruling thereon are as follows: (R. 723, 724)

"Q. Mr. Saposs, the testimony in this case discloses the fact that the Labor Board conducted an election on June 8th of this year, the election being based upon an understanding, a memorandum of understanding involving the company and what is known in this record as the Heinz Employees Association and the A. F. of L. Union involved here. In that memorandum of understanding, the company agreed after the election was held to recognize the winner as an exclusive bargaining agency, and then the memorandum says, in the fourth paragraph, Board's Exhibit 16, 'The company agrees to commence negotiations for the purpose of reaching an agreement affecting wages, hours, and working conditions.'

Would you state, so far as labor terminology is concerned, when the word 'agreement' is used, what is in labor terminology, in labor relations, what is generally meant?

A. In labor relations—

Mr. Reed: Objected to for the same reasons heretofore assigned.

Mr. Walsh: Overruled.

Mr. Reed: Exception."

[fol. 200] 120. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 749) of the Trial Examiner, overruling the respondent's objection to the admission of testimony of Saposs, a witness for the Board. A portion of the testimony, the objection and ruling thereon are as follows: (R. 748, 749).

"There is another type of employers association which is called the belligerent type of employers association and that type is the anti-union type. That is the type which states either specifically or indirectly that it is opposed to its employees organizing themselves into unions. In other words, it is anti-union; which is opposed to dealing with unions and which has resorted to a variety of methods, some of which I intend to describe, to prevent employees from organizing themselves into unions or in breaking unions when employees have organized themselves. That is the belligerent employers association, headed up by the National Association of Manufacturers, by a number of others I have mentioned. Their literature indicates it, their expressions, their activities, on which there is a great deal of evidence, is indicative of the purpose and function of these employers' organizations. I want to describe, briefly, some of those activities. For instance, in pre-War days, when there was—

Mr. Reed: In addition to the objection I made to this testimony generally, this is a new field. He is starting to describe the activities of anti-union employers association. It's even further removed from this case than much of the testimony that has been admitted, and I renew the objection and point out that, in addition.

Trial Examiner Walsh: What is the purpose of this general line, this particular line? How do you intend to proceed?

Mr. Kleeb: Just a very brief statement on the activities of these so-called belligerent employers associations and I think it is material to show the general history and background—

**Trial Examiner Walsh:** The objection is overruled, although I wish to call your attention to the special force [fol. 201] that's raised in the objection to this particular instance."

121. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1030) of the Trial Examiner, overruling the respondent's objection to a question directed to Greenier, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1030)

"Q. I am asking you what you get.

**Mr. Reed:** If the Court please I object to this. It is not cross examination. The witness was asked nothing about that, and this is nothing but a malicious attempt to make trouble among the employees by making everyone disclose his wages.

**The Witness:** On this proposition—

**Trial Examiner Walsh:** Just a moment.

**The Witness:** Why ask about a personal affair?

**Trial Examiner Walsh:** Just a moment.

**Mr. Kleeb:** Just a moment.

I resent the insinuation of Mr. Reed that I am engaged in any malicious attempt to do anything like he insinuated. I certainly think I can ask these leaders of the associations what they make to show that it is so much greater than what the people under them in the rank and file make.

**Mr. Reed:** There is no such allegation or charge in this case at all.

**Mr. Kleeb:** But it certainly is material to show interest, and as Mr. Reed says interest is always material.

**Trial Examiner Walsh:** Objection overruled. You may proceed."

122. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1237) of the Trial Examiner, overruling the respondent's objection (R. 1235) to a question directed by the Trial Examiner to Bennett, a witness for the respondent. The question, objection and ruling thereon are as follows: [fol. 202] (R. 1235-1237)



"Q. For employees to leave their work for half an hour, an hour, or two hours, and on company time. How do you account for the fact that very unusual procedure was embarked upon by these employees?

Mr. Reed: I hesitate to object to an Examiner's question, but the question assumes a state of facts which has not been proven by anything in this case.

Trial Examiner Walsh: Well, it only assumes two facts: One, that this solicitation occurred on company time, of which there is no contest; and, two, that it was known to be done and witnessed.

Mr. Reed: It assumes that the people left their work for half an hour or two hours or so at a time; it assumes that the testimony to that effect, practically all of which is contradicted, was true, and, besides, assuming that the witness knew of it, and it fails to take into account the fact that such occurrence, if it did happen, was not a practice but a very infrequent occurrence at the plant.

Trial Examiner Walsh: If I understand, Mr. Bennett correctly, he had heard of this.

The Witness: I heard rumors of it, yes, sir.

Trial Examiner Walsh: And he considered the rumors sufficiently substantial that he called the representatives' attention to it, to give instructions to those employees not to use the time that way.

Mr. Reed: Yes.

Trial Examiner Walsh: So that it was a situation with which he was confronted and with which he dealt, and there is no doubt about the witness believing such a situation existed. Am I right?

Mr. Reed: In some instances, yes.

Trial Examiner Walsh: Yes. Now, that is all that is assumed in this question.

Mr. Reed: There is no evidence that he knew of anyone leaving for two hours, nor half an hour.

Trial Examiner Walsh: Any period of time that was [fol. 203] company time. Make it any period of time, 15 minutes.

By Trial Examiner Walsh:

Q. It occurred, according to your knowledge?

A. It has been rumored to me that it has occurred, but I don't know any specified time or how long a time.

Q. Yes. Well—

Trial Examiner Walsh: It is a somewhat curious situation, Mr. Reed. I will overrule your objection. I am somewhat hesitant in doing so. I don't want to misuse the prerogatives that I have.

Mr. Reed: Exception."

123. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1256) of the Trial Examiner, overruling the respondent's objection (R. 1255) to a question directed to Kirschner, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1255, 1256)

"Q. Why would you be for an inside organization because of some strike you were in of the A. F. of L.?

A. Because I think——

Mr. Reed: This is objected to as not cross examination. The witness has a right to go into any organization he wants to. His motives or reasons haven't anything to do with it; on cross examination.

Mr. Kleebe: I don't question his right to go into any kind of an organization he sees fit, but the man has stated a dislike for the A. F. of L. and an activity in this association.

Mr. Reed: Do you represent the A. F. of L., Mr. Kleebe?

Mr. Kleebe: And I asked him if the strikes motivated him going into the association; whether that was the reason or not.

Mr. Reed: The A. F. of L. isn't supposed to be a party to this procedure, and you are not supposed to represent [fol. 204] them, so what's the difference, what he thinks?

Mr. Kleebe: I am not only not supposed to represent them, and I do not represent them and you know that.

Mr. Reed: That's a matter of opinion.

Mr. Kleebe: I can ask this man a question and explain my reason for it.

Trial Examiner Walsh: You are interested, I take it, in discovering his motives in this organization?

Mr. Kleebe: That's right.

Trial Examiner Walsh: And the reference to the strike of 1906 as a motive for the reason?

Mr. Kleebe: That's right.

Trial Examiner Walsh: The objection is overruled. You may answer that question.

124. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1283) of the Trial Examiner, overruling the respondent's objection to a question directed to Grznkowski, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1283)

"Q. Why were you interested in any collective agency of any kind if you were so perfectly satisfied with everything?

Mr. Reed: I object to this question in the form in which it is stated. The witness can join an organization for no reason at all. He doesn't have to have a reason to join.

Mr. Kleeb: He didn't join. I don't think he joined. I think he formed. He was forming an organization.

Mr. Reed: Well, he can form an organization for any purpose or no purpose.

Mr. Kleeb: That is right. I think we are entitled to know why he was interested in forming.

Trial Examiner Walsh: Objection overruled. You may answer the question."

[fol. 205] 125. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1300) of the Trial Examiner, overruling the respondent's objection to a question directed to Ramming, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1300)

"Q. Suppose the company was operating under this contract and broke it, what would you do about it, what could you do about it under the contract?

Mr. Reed: Objected to as calling on the witness for a conclusion.

Mr. Bestwick: It is a legal opinion.

Mr. Reed: A legal conclusion.

Trial Examiner Walsh: Overruled."

126. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1414) of the Trial Examiner, overruling the respondent's objection to a question directed to Riley, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1414)

"Q. Can you name me any other kind of agreement which you would call an agreement, leaving this bulletin out of the picture for a minute, binding upon both parties, that there isn't some consideration passes to each other through that agreement, the two parties to the agreement?"

Mr. Reed: This question is objected to. It's two questions in one, and it is a legal question.

A man goes to work, he renders the consideration right then. That is no question to be bantering with a lay witness about. There is a consideration for the contract if the man performs under it. It seems to me this is purely a legal argument with the witness.

Mr. Kleeb: I believe that this witness has been giving his opinions on all these matters, on labor matters; I think he can give his layman's opinion as to what he knows about contracts where there is a consideration passing between both parties to the contract.

Trial Examiner Walsh: Objection overruled."

[fol. 206] 127. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1435) of the Trial Examiner, overruling the respondent's objection to a question directed to Riley, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1435)

"Q. Isn't it a fact that a good number of the directors hold only enough stock to qualify them to be directors?"

Mr. Reed: Objected to as incompetent and immaterial. It doesn't make any difference how they get to be directors or how much stock they hold.

Mr. Kleeb: I think it is material to show in whom the authority is vested to speak for this company and what full respect of authority Mr. Riley has as director.

Mr. Reed: A man has the same authority if he is a director whether he holds one share or 20 shares or 100 shares.

Trial Examiner Walsh: There is nothing in the exhibits on this at all?

Mr. Kleeb: No, sir.

Trial Examiner Walsh: Overruled. You may ask the question."

128. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling



(R. 1438) of the Trial Examiner, overruling the respondent's objection (R. 1437) to a question directed to Riley, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1437, 1438)

"Q. You have been a stockholder, an owner of common stock how long?

Mr. Reed: Objected to as incompetent and immaterial. The stock ownership of this company has nothing to do with it. It is not proper cross examination.

Trial Examiner Walsh: Mr. Kleeb, can you expand on what your intentions are as to this line of inquiry?

[fol. 207] Mr. Kleeb: Well, if the Trial Examiner please, I intended to show that the control of the company really rests in one person, and that Mr. Riley and Mr. Shinabarger are merely employees and at no time, although they purported spoke for the company, were able to speak anything but policies of the company which were controlled by certain few or one man, and I think that the stock ownership is important to show that. Mr. Riley has spoken of 'we' and 'I' and 'my opinion' and 'what I thought' and so forth, and I merely wanted to show that Mr. Riley couldn't have much to do with changing the policy anyway.

Mr. Reed: None of that is material. The corporation is a defendant. The corporation functions in a certain way, and the fact that stock might be owned by a few people doesn't affect the action of the corporation at all. We are not trying the stock ownership of this company here; we are trying certain corporate actions that were carried on by the directors as corporate actions are always carried on.

Trial Examiner Walsh: The stock is not listed, I believe he said.

The Witness: It is not listed.

Trial Examiner Walsh: I overrule the objections with the hope, Mr. Kleeb, that you can get some light on this inquiry rather soon. I have some doubt, in other words, as to the relevancy, so to speak, to your case."

129. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1463) of the Trial Examiner, overruling the respondent's objection to a question directed to Riley, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1463)

"Q. By the way, is the H. J. Heinz Company a member of the National Association of Manufacturers?"

Mr. Reed: Objected to as incompetent and immaterial. We are not trying an association of manufacturers.

Mr. Kleeb: It seems to me, if the Trial Examiner please, [fol. 208], that due to previous evidence, testimony of the position of employers associations, how they act, the employers act through associations in various policies and the attitude of associations and the particular evidence on this very employer association I named that it is material whether this company, this respondent, is a member of the National Association of Manufacturers or any other employers association.

Trial Examiner Walsh: Objection overruled.

130. The respondent excepts to the proposed action of the National Labor Relations Board to affirm the ruling (R. 1493) of the Trial Examiner, overruling the respondent's objection to a question directed to Shinabarger, a witness for the respondent. The question, objection and ruling thereon are as follows: (R. 1493)

"Q. You who were a party to agreeing to this labor relations bulletin, don't know right now whether or not under the terms of it you could decrease wages without calling a conference; is that what you want us to understand?"

Mr. Reed: The agreement speaks for itself. It doesn't make any difference what the witness understands by it.

Mr. Kleeb: I think it does. I think it is material what this witness understands about the agreement to which he was a party.

Trial Examiner Walsh: You may answer the question."

131. The respondent objects and excepts to the proposed action of the National Labor Relations Board to affirm the action of the Trial Examiner in admitting the introduction of the following exhibits in evidence, over the objections of the respondent:

- Board's Exhibit 6
- Board's Exhibit 7
- Board's Exhibit 8
- Board's Exhibit 9
- Board's Exhibit 10
- Board's Exhibit 18

**[fol. 209] Board's Exhibit 18A**

Board's Exhibit 19  
Board's Exhibit 20  
Board's Exhibit 21  
Board's Exhibit 24  
Board's Exhibit 25  
Board's Exhibit 26  
Board's Exhibit 27  
Board's Exhibit 29  
Board's Exhibit 30  
Board's Exhibit 31A  
Board's Exhibit 31B  
Board's Exhibit 31C  
Board's Exhibit 31D  
Board's Exhibit 31E  
Board's Exhibit 31F  
Board's Exhibit 31G  
Board's Exhibit 32  
Board's Exhibit 33.

132. The respondent reserves the right to file such additional objections and exceptions as a further examination of the record may indicate to be appropriate.

Respectfully submitted, H. J. Heinz Company, By  
Earl F. Reed, Roy G. Bostwick, Thorp, Bostwick,  
Reed & Armstrong, Its Counsel.

**[fol. 210] Before the National Labor Relations Board**

**Case No. C-304—Filed August 9, 1938**

**NOTICE OF HEARING**

Please Take Notice that pursuant to authority vested in the National Labor Relations Board under an Act of Congress (49 Stat. 449) a hearing will be held before the National Labor Relations Board on Tuesday, August 16, 1938, at 2 p. m., in Room 326, Shoreham Building, Fifteenth and H Streets, N. W., Washington, D. C., for the purpose of oral argument in the above entitled matter. Argument will be limited to one-half hour, and you are hereby advised that in view of the Board's docket no request for additional time made at the hearing, will be granted.

You may appear and be heard if you so desire.

Dated, Washington, D. C., August 9, 1938.

Nathan Witt, Secretary. (Seal.)

Before National Labor Relations Board

AFFIDAVIT AS TO SERVICE

Case No. C-304—Filed August 9, 1938

DISTRICT OF COLUMBIA, SS:

I, Howard W. Goheen, being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 9th day August, 1938, I mailed postpaid, [fol, 211] bearing Government frank, by registered mail, a copy of the Notice of Hearing to the following name-persons, addressed to them at the following addresses:

Mr. Frank Kracik, Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio St., N. S., Pittsburgh, Pa.

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pa.

Heinz Employees Association, % I. C. Bennette, President, R. F. D. No. 6, Box 736-H, Mt. Olive Post Office, Pittsburgh, Pa.

Edmund M. Toland, Esq., Investment Building, Washington, D. C.

Howard W. Goheen.

Subscribed and sworn to before me this 9th day of August, 1938.

Return Receipt

Registered Mail.

(Receipt for registered article No. 69021 omitted.)

(Original return receipt signed by Joseph Marak, agent of Frank Kracik omitted.)

Return Receipt

Registered Mail.

(Receipt for registered article No. 69022 omitted.)

(Original return receipt signed by E. Scott, agent of Thorp, Bostwick, Reed & Armstrong omitted.)



[fol. 212]

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69023 omitted.)

(Original return receipt signed by Mrs. I. C. Bennett, agent of Mr. I. C. Bennett, President, Heinz Employees Association, omitted.)

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69024 omitted.)

(Original return receipt signed by R. Lusday, agent of Edmund M. Toland, Esq., omitted.)

Copy

August 19, 1938.

Mr. Frank Kracik, Representative, Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio St., N. S., Pittsburgh, Pa.

Re H. J. Heinz Co.

Case No. C-304

DEAR SIR:

You are hereby notified that oral argument scheduled for Tuesday, August 16, 1938, was by agreement on that date not held and that you will be notified subsequently of the [fol. 213] date and time as of which argument will be held.

Very truly yours, (Signed) Beatrice M. Stern.

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pa.

Heinz Employees Association, % C. Bennett, President, R. F. D. No. 6, Box 736-H, Mt. Olive Post Office, Pittsburgh, Pa.

Edmund M. Toland, Esq., Investment Building, Washington, D. C.

National Labor Relations Board, Sixth Region.

Before National Labor Relations Board

Case No. C-304—Filed September 23, 1938

## NOTICE OF HEARING

Please Take Notice that pursuant to authority vested in the National Labor Relations Board under an Act of Con-

gress (49 Stat. 449) a hearing will be held before the National Labor Relations Board on Thursday, October 20, 1938, at 10:00 a. m., in Room 326, Shoreham Building, Fifteenth and H Streets, N. W., Washington, D. C., for the purpose of oral argument in the above entitled matter. Argument will be limited to one-half hour, and you are hereby advised that in view of the Board's docket no request for additional time made at the hearing, will be granted.

You may appear and be heard if you so desire.

Dated, Washington, D. C., September 23, 1938.

Nathan Witt, Secretary. (Seal.)

Before National Labor Relations Board

#### AFFIDAVIT OF SERVICE

Case No. C-304—Filed September 23, 1938

DISTRICT OF COLUMBIA, ss:

I, Howard Goheen being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 23rd day of September, 1938, I mailed post-paid, bearing Government frank, by registered mail, a copy of the Notice of Hearing to the following named persons, addressed to them at the following addresses:

H. J. Heinz Company, Pittsburgh, Pa.

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pa.

[fol. 215] Frank Kracik, Canning and Pickle Workers Organization No. 325, 922 E. Ohio St., N. S., Pittsburgh, Pa.

Heinz Employees Association, % I. C. Bennett, President, R. F. D. No. 6, Box 736-H, Mt. Olive Post Office, Pittsburgh, Pa.

#### Return Receipt

Registered Mail.

(Receipt for registered article No. 69420 omitted.)

(Original return receipt signed by A. Brooks, agent of H. J. Heinz Company, omitted.)

#### Return Receipt

Registered Mail.

(Receipt for registered article No. 69421 omitted.)

(Original return receipt signed by Carl Walzer, agent of Thorp, Bostwick, Reed and Armstrong, omitted.)

#### Return Receipt

##### Registered Mail.

(Receipt for registered article No. 69422 omitted.)

(Original return receipt signed by Frank Kracik, agent of Canning & Pickle Workers Organization No. 325 omitted.)

#### Return Receipt

##### Registered Mail.

(Receipt for registered article No. 69423 omitted.)

(Original return receipt signed by Mrs. I. C. Bennett, agent of I. C. Bennett, President, Heinz Employees Association, omitted.)

Howard W. Goheen.

Subscribed and sworn to before me this 23rd day of September, 1938. John A. Newman, Notary Public, D. C. My Commission expires Aug. 15, 1943. (Seal.)

[fol. 216] Before National Labor Relations Board

Case No. C-304

Room 442  
Shoreham Building  
Washington, D. C.

A hearing was held in the above matter for the purpose of Oral Argument at the above place on October 20, 1938 at 10:00 a. m., Before:

Edwin S. Smith, Member

Donald Wakefield Smith, Member

Appearances: Mary Lemon Schleifer, of Counsel to the Board.

For the Company: Earl Reed, 2810 Grant Bldg., Pittsburgh, Pa. C. C. Hewitt, 2812 Grant Bldg., Pittsburgh, Pa.

For the Union: J. Alfred Wilner, 602 Trick Bldg., Pittsburgh, Pa. Frank Kracik, 713 East Ohio, N. E. Pittsburgh, Pa.

## [fol. 217] BEFORE NATIONAL LABOR RELATIONS BOARD

In the Matter of H. J. Heinz Company and Canning and Pickle Workers, Local Union No. 325, affiliated with Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor.

Case No. Q-304—Decided January 5, 1939

Food Products Industry—Interference, Restraint, and Coercion: derogatory statements concerning the union and union activities—Company-Dominated Union: domination of and interference with formation and administration and contribution of support; activities of gang leaders and other supervisory employees in activities of; solicitation of members on Company property during working hours; no loss of pay to employees engaged in solicitation; knowledge of supervisory officials of such solicitation; disestablished, as collective bargaining agent—Strike—Unit Appropriate for Collective Bargaining: production and maintenance employees, except foremen, assistant foremen, salaried employees, office help and outside truck drivers—Representatives: majority received by union in consent election presumed to continue in absence of proof to contrary—Collective Bargaining: refusal to enter into normal form of collective agreement, i. e., a written contract between the employer and representatives of employees, naming parties and signed by each; bad faith in other respects; failure to recognize union; refusal to enter into written agreement; employer ordered to embody understanding, if reached, in written signed agreement if requested to do so by union.

Mr. Robert W. Kleeb, for the Board.

Thorp, Bostwick, Reed & Armstrong, by Mr. Earl F. Reed, Mr. Donald W. Ebbert, and Mr. R. G. Bostwick, of Pittsburgh, Pa., for the respondent.

Mr. J. Alfred Wilner, of Pittsburgh, Pa., for the Union.  
Mary Lemon Schleifer, of counsel to the Board.



[fol. 218]

**Decision and Order.****STATEMENT OF THE CASE**

Upon charges and supplemental charges duly filed by Canning and Pickle Workers, Local Union No. 325, herein called the Union, the National Labor Relations Board, herein called the Board, by Charles T. Douds, Regional Director for the Sixth Region (Pittsburgh, Pennsylvania), issued its complaint, dated October 26, 1937, against H. J. Heinz Company, Pittsburgh, Pennsylvania, herein called the respondent. The complaint alleged that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint alleged, in substance, that the respondent had dominated and interfered at the Pittsburgh plant with the formation and administration of a labor organization known as the Heinz Employees' Association, herein called the Association, and had contributed financial and other support to it; had refused to bargain collectively in good faith with the Union which had been selected as collective bargaining agent by a majority of the employees in an appropriate unit at the Pittsburgh plant; and by these and other acts had interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act. Copies of the complaint and accompanying notice of hearing were duly served upon the respondent, the Union, and the Association.

On November 6, 1937, the respondent filed an answer to the complaint, in which the respondent denied that it had engaged in or was engaging in any unfair labor practices affecting commerce within the meaning of the Act, and prayed that the complaint be dismissed.

Pursuant to notice, a hearing was held in Pittsburgh, Pennsylvania, on November 15, 16, 17, 18, 22, 23, 24, and 26, 1937, before J. Raymond Walsh, the Trial Examiner duly designated by the Board. The respondent and the Board were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

The respondent's motion to dismiss set forth in the answer [fol. 219] was not renewed at the hearing and no rul-

ing has been made upon it. The motion is hereby denied. At the beginning of the hearing, counsel for the Board moved to amend the name of the Union, designated in the pleadings as Canning and Pickle Workers' Organization No. 325, to Canning and Pickle Workers, Local Union No. 325. The record does not indicate that any ruling was made on the motion. The motion is hereby allowed. Numerous motions and objections to the introduction of evidence were made during the course of the hearing by counsel for the respondent and counsel for the Board. The Board has reviewed the rulings of the Trial Examiner on motions and objections and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On December 1, 1937, the Board, acting pursuant to Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered the proceeding transferred to and continued before the Board.

On April 9, 1938, the Board issued a Decision and Order in the case. On May 7, 1938, the Board served notice upon the respondent, the Union, and the Association of its intention to vacate and set aside its Findings and Order for the purpose of further proceedings before the Board. On May 13, 1938, the Board, acting pursuant to Section 10 (d) of the Act, issued an Order setting aside the Findings and Order of April 9, 1938.

On July 13, 1938, the Board issued Proposed Findings of Fact, proposed Conclusions of Law and a Proposed Order. Thereafter, respondent filed exceptions to the proposed findings, conclusions, and order. On October 20, 1938, pursuant to permission granted by the Board, oral argument was had before the Board in Washington, District of Columbia, by counsel for the respondent and counsel for the Union. The Board has considered the respondent's exceptions to the Proposed Findings of Fact, Conclusions of Law, and Order and finds them to be without merit save as consistent with the Findings of Fact, Conclusions of Law and Order hereinafter set forth.

Upon the entire record of the case, the Board makes the following:

[fol. 220]

#### FINDINGS OF FACT

##### I. The Business of the Respondent

H. J. Heinz Company, a Pennsylvania corporation, is engaged in the production, sale, and distribution of food

products. The principal offices and main plant of the respondent are in Pittsburgh, Pennsylvania. Branch plants of the respondent are located in Ambridge, Chambersburg, and Sharpsburg, Pennsylvania; Princeton, Indiana; Muscatine, Iowa; Henderson, Kentucky; Holland, Michigan; Saler, New Jersey; Medina, New York; Bowling Green and Fremont, Ohio; Winchester, Virginia; and Leamington, Ontario, Canada. In addition, the respondent maintains 89 stations for receiving food products located at various points in Colorado, Indiana, Michigan, Wisconsin, and Canada. Fifty-three salting stations, where in addition to receiving food products some initial treatment of the products takes place, are maintained by the respondent at various places in Colorado, Indiana, Michigan, Wisconsin, and Canada. The respondent has sales offices in 45 principal cities of the United States and 5 cities in Canada. The respondent is the parent of five subsidiary corporations, one of which is an English and another a Spanish corporation.

Approximately 76 per cent of the total value of raw materials used in the Pittsburgh plant of the respondent, where the unfair labor practices are alleged to have occurred, originate outside the State of Pennsylvania and approximately 78 per cent of the products of the Pittsburgh plant are shipped outside the State of Pennsylvania.

## II. The Labor Organizations Involved

Canning and Pickle Workers, Local Union No. 325, is a labor organization, chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor. Although the record is not clear, membership in the Union is apparently limited to employees of the respondent engaged in production and maintenance, exclusive of supervisory, managerial, and clerical employees.

Heinz Employees' Association is a labor organization, not affiliated with any other labor organization. It admits to membership employees in the Pittsburgh plant of the respondent, except office employees, foremen, department [fol. 221] heads, or those employed in a supervisory capacity with authority to hire and discharge.

### III. The Unfair Labor Practices

#### A. Background of the unfair labor practices

In January 1937, a group of employees in the respondent's Pittsburgh plant requested the Amalgamated Meat Cutters and Butcher Workmen of North America, herein called the Amalgamated, to aid them in forming an organization within the plant. No organization existed among these employees prior to this time. Conferences and secret meetings were held by the interested employees until April, 1937, when an open drive for organization began and public meetings were held. On May 11, 1937, the Amalgamated granted a charter to the Union.

During April and May 1937, coincident with the open drive for membership by the Union, an organization known as Heinz Employees' Association also began a drive for members. Bitter rivalry existed between the two factions in the plant.

On May 21, 1937, Frank Kracik, international representative of the Amalgamated, met with H. N. Riley, a director of the respondent in charge of manufacturing. Kracik gave Riley a copy of a contract proposed by the Union and asked for a further meeting for the purpose of negotiating a contract. Riley agreed to meet with the representatives of the Union for this purpose on May 24, 1937.

On the morning of May 24, representatives of the Association called Riley and also asked for an appointment to negotiate a contract. Riley met both groups during that day.

At the meeting with the Union, which was the first of the two meetings, Riley demanded proof of the Union's claim that a majority of the employees at the Pittsburgh plant had chosen the Union to represent them and that it was entitled, therefore, to act as the sole collective bargaining agent. No method of determining this fact was decided upon since the Union was unwilling to reveal the identity of its members to the respondent. The meeting adjourned upon Riley's acceding to the Union's request that it be given 24 hours to show the extent of its membership.

At the meeting with the Association, Riley likewise de-[fol. 222] manded proof from the Association to substan-



tiate its claim that the Association had been selected collective bargaining agent by a majority of the employees at the Pittsburgh plant. The Association offered to show the respondent petitions authorizing the Association to act as collective bargaining agent which, it alleged had been signed by a majority of the employees at the Pittsburgh plant. Riley refused to examine the petitions, stating that he did not wish to know which employees had joined either group. Riley informed the Association's representatives that the Union likewise claimed to have been selected as collective bargaining agent by a majority of the employees and suggested the advisability of a secret election, a method which had been discussed with the representatives of the Union. The meeting adjourned without any decision being made upon how the conflicting claims of the two organizations should be resolved.

On the same night, the Union voted to strike; the strike being put into effect immediately. During the following 4 days the Mayor of the City of Pittsburgh attempted to settle the strike by securing the consent of the respondent and the two organizations to an election. The Union, claiming that the respondent had dominated and interfered in the formation and administration of the Association contrary to the provisions of the Act, was unwilling to consent to an election if the name of the Association was put on the ballot.

At the end of 4 days, when an apparent impasse had been reached, the respondent requested the Association to present its petitions for examination. On the morning of May 29, 1937, the respondent issued a public statement, announcing that it had examined and counted the signatures on the petitions; that the petitions had been signed by 1,383 employees, which constituted more than a majority of the approximately 2,000 persons employed at the Pittsburgh plant; and that the respondent would enter into collective bargaining with the Association as the sole representative of the employees in the plant.

Negotiations between the respondent and the Association for the following 3 days resulted in an agreement being reached between the parties concerning wages, hours and working conditions. The terms of the agreement were incorporated in a bulletin which was mailed by the respondent to each of its employees on June 1, 1937. The strike, how-

ever, continued and prevented the resumption of operations [fol. 223] within the plant.

Shortly thereafter, the Union sought the aid of various Federal and State mediators. On June 4, 1937, all parties agreed in writing to an election to be conducted by the Regional Director of the National Labor Relations Board for the Sixth Region. Under the terms of the agreement both the Union and the Association were to be on the ballot, the respondent agreeing that it would recognize the organization receiving a majority of the votes cast and within 10 days after announcement of the results of the election commence negotiations with such organization for the purpose of reaching an agreement relating to wages, hours, and working conditions. The Union's consent, however, was qualified by a stipulation simultaneously entered into by all parties that the holding of the election would not prejudice the rights of any party who had filed "affidavits" before the Board. The stipulation was intended to allow the Union to continue the prosecution of charges which had been filed by it with the Regional Director for the Sixth Region on May 27, 1937, and which alleged, inter-alia, that the Association was a company-dominated union.

The election was held on June 8, 1937. Out of 1,930 votes cast, the Union received 1,079, the Association 803; 3 ballots were void and 45 challenged. The plant was reopened shortly after the holding of the election.

Pursuant to its agreement the respondent entered into negotiations with the Union, the first meeting being held June 17, 1937. Numerous conferences between the parties culminated on August 15, 1937, in the posting of a bulletin on bulletin boards throughout the respondent's plant stating that an "understanding" had been reached concerning enumerated provisions relating to wages, hours, and working conditions.

#### B. Interference, restraint and coercion

Five employees<sup>1</sup> testified that Heinrich, superintendent of the Pittsburgh plant, talked to them during April about unions. Heinrich is alleged to have told three of the witnesses that he had been informed they had attended a Union meeting, and to have then pointed out to them the benefits

<sup>1</sup> Canjar, Frank and John Koontz, Kuss, and Pavlakovick.

they had received in working for the respondent. In the case of another of the five, Heinrich is alleged to have [fol. 224] stated, in addition to pointing out the benefits of working for the company, that the employee would not fare so well if a union came into the plant. While Heinrich admits that he had some conversation with each of these employees at the time indicated by the employees' testimony, and likewise admits that in each instance he sought the interview, he denies that he made any of the anti-union statements attributed to him by these witnesses. Heinrich did not deny that unions might have been discussed during these conversations, but states that if they were, the subject was brought up by the employee. We feel that in each instance mentioned, the testimony of the employee witness seems more plausible than the consistent pattern of Heinrich's explanation of these interviews. In addition, the fact that the superintendent of the plant sought interviews with the witnesses mentioned and several other union members at a time when such intense rivalry and bitterness existed in the plant, and on matters, which, even accepting Heinrich's own explanation of the purpose, appear to be trivial, convinces us that Heinrich engaged in the activities alleged.

Locke, foreman of the bean building, and Vajentic, a foreman of one division of the bean building, are also charged with expressing sentiment against the Union. Locke is alleged to have stated to Maternick, an employee, that he understood Maternick was "one of these Bolsheviks"; to have asked Maternick and Ahel, another employee, what they would "get from a union"; and to have told Ahel that he would be sorry he had joined the "outside" union. Locke's denials, in the light of his other activities set forth below, are likewise unconvincing. Vajentic was not called by the respondent; there is, therefore, no denial of testimony, which seems credible to us, that Vajentic asked Canjar what he was trying to do to the respondent by attending a Union meeting the night before, that the company had always been good to him and that if the Union came in he would lose his insurance and social security; that Vajentic told Maternick that if the Union came in, Howard Heinz would shut down the plant rather than deal with it; and that Vajentic told Vilha, another employee, that if a union was organized in the plant it might cause all of them to lose their jobs.

Hayes, also a foreman, is alleged to have told Frank Koontz, "Don't be like that dumb brother of yours. If any- [fol. 225] one asks you to join the outside union, tell them to go to hell"; to have told John Koontz that the union president was getting "\$5 a head" for every member signed up in the Union; and to have asked John Warnick, what he thought of his "dumb buddy" who "after having 13 years of service with the H. J. Heinz Company, he turns around and signs up with an outside union" which "is led by a foreigner that hasn't even got a citizen's paper." Hayes' denials of having made each and every one of the numerous statements are particularly unconvincing.

Brooks, a foreman, and Schirer and Fisher, foreladies, were not called to deny that they had engaged in similar anti-union activities attributed to them by witnesses at the hearing.

We find that Heinrich, Locke, Vajentic, Hayes, Brooks, Schirer, and Fisher engaged in the activities attributed to them in the testimony discussed.

The above instances are cited merely as examples of the respondent's interference, restraint, and coercion of employees in their rights of self-organization. Many other instances, even though denied, are clearly proved by the testimony.

We find that the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### C. Domination and interference with the formation and administration of the Association

During the time this coercion and interference with the right of employees to self-organization was being exercised, the Heinz Employees' Association first appeared in the plant. Bennett, a mechanic in the can department, testified that he conceived the idea in January 1937, of forming an "inside" organization for the purpose of keeping any other organization out of the plant and to prevent strikes. Bennett testified that at that time he solicited and secured aid in forming the organization from Frank Kirschner, William Ubrey, and John Ubrey, all machinists, and Eddie Grznowski,<sup>2</sup> an inspector and repairman. However, the record

<sup>2</sup> Known as Eddie Kranz.



does not indicate a single instance in which any other person was solicited to join the Association prior to April 1937. [fol. 226] Beginning in April and continuing in May, petitions, in which the signers authorized the Association to act as collective bargaining agent, were circulated among the employees while at work in the plant. The five employees named as the originators of the organization were active in circulating the petitions. Other employees, many of them group leaders or departmental timekeepers, were also active in soliciting signatures.

It is not contended that departmental timekeepers occupy supervisory positions. Much testimony was adduced by the Union and the respondent as to the character of the position of group leaders, the Union contending that they are supervisory employees, the respondent that they are not. The evidence shows that each main division of the Pittsburgh plant has a foreman. Each subdivision, in turn, has foremen and foreladies who are directly responsible to the foremen of the main divisions. Groups of employees in each subdivision are further supervised by group leaders. All foremen and foreladies receive a salary and devote themselves exclusively to supervisory work. Group leaders are paid hourly, do not attend foremen's meetings, and work with the employees whose work they supervise. The respondent contends that group leaders are not supervisory employees whose activities would bind the respondent because they have no authority to hire or discharge employees. This criterion is not conclusive in determining the supervisory character of the position of group leaders under the system of operation employed. The record indicates that all hiring in the Pittsburgh plant is done through the employment office and that even foremen of main divisions cannot discharge an employee without authority, in each instance, from the superintendent. More significant is the testimony of employees who state that group leaders are their "bosses" because they give orders which must be obeyed. Certain group leaders testified that the foremen held them responsible for the work performed by their groups. Significant also is the testimony of Greenier, a group leader who was active in soliciting members for the Association, who testified that when Frank Koontz asked Greenier to join the Union, Greenier "ordered" him back on the conveyor. Heinrich, likewise, admitted the supervisory character of group leaders by testifying:

"Offhand I would say (there) are probably 250 that you would call supervisors in a sense \* \* \* just the foremen and foreladies are salaried; the others are all hourly workers.

We find that group leaders are supervisory employees whose actions are binding upon the respondent. However, our conclusions with respect to the respondent's relationship to the Association are not predicated upon the actions of group leaders alone. There is evidence in the record of illegal activities by employees whose supervisory capacity is not denied.

It is not denied by the foremen and foreladies of some departments that they knew of the activities carried on during working hours in behalf of the Association. In other departments, whether or not knowledge is denied by the supervisors, it is apparent that they could not have been unaware of what was being done. The activities of Armstrong, an employee, in addition to showing the participation of one foreman in the affairs of the Association, may be cited as an example of how openly these activities were carried on. On April 27, Brooks, foreman of the main division in which Armstrong worked, assembled 40 to 50 employees in the division and addressed them for 20 to 30 minutes during working hours. Brooks announced that he was not speaking for the company, that his remarks represented his personal opinion. He pointed out the amount of money collected by the American Federation of Labor and the salary paid to President Green and stated that the employees should not join that type of union. Brooks also stated, "Now I am not trying to influence you in any way, but why not have a union of our own here?"

The following morning Brooks sent for Armstrong and asked Armstrong what he thought of unions. Armstrong replied that he was not in favor of them, and Brooks expressed pleasure at his attitude. In the afternoon of the same day, Grznkowski, previously mentioned as one of the five originators of the Association, gave Armstrong several petitions and directed him to begin getting signatures immediately. When Armstrong protested that he was supposed to be working, Grznkowski replied that his foreman would let him go. Armstrong on that day and for about 2 to 3 hours per day for several days circulated throughout [fol. 228] the entire building getting signatures. Arm-

strong's work required his presence constantly at a machine. He testified that not only did Mozeyka, his immediate foreman, not object but that Mozeyka, placed another employee on the machine to substitute for Armstrong while he was securing the signatures. Neither Armstrong nor other employees engaged in soliciting members for the Association were docked for the time spent in these activities.

On the second day during which Armstrong solicited members for the Association, he was stopped in another department by a foreman who asked whether Brooks knew what he was doing. Armstrong then went to Brooks and told him that he was getting signatures to the petitions. Brooks examined the petitions and remarked, "Yes, I have seen them. All right." Three or four days later Brooks called Armstrong into the office, and stated "This thing isn't moving fast enough. The names aren't coming in fast enough. Why don't you get some help? For instance, get Andy Hubstenberger from the first floor and Louis Beniquista and Andy Porack from the seventh floor." Armstrong, who testified that he considered he had been given a promotion by being requested to secure signatures to the petition, requested at least one of the three employees suggested to aid him. The respondent failed to call Brooks or Mozeyka to the stand, and Armstrong's testimony is undenied on the record.

Locke, a foreman previously mentioned as having expressed antipathy to the Union, likewise assembled the employees in his department. Locke read them a prepared statement in which he stated that the petitions which most of them had signed the day before expressing their willingness to join the Association had been stolen. Locke stated that he was speaking "as an individual of H. J. Heinz Company"; that he had heard many rumors, among others, that if the Association gained a majority, wages would be cut; that such a statement was untrue, wages depend largely "on how profitable business was." Locke also stated that he considered it only fair that the employees "should all be again given the opportunity to show that you want to join the Association of Heinz Employees," and announced that a petition would be placed on the timekeeper's desk "where all of you who signed before may now sign again in perfect confidence that you will be protected in your right to express [fol. 229] your opinions as you see fit" and where "anyone

of you who did not sign may also sign at this time if you wish." Locke's sentiment was not obscured by his statements that the employees' wishes "will be protected, whether you want to join the Heinz Association of the A. F. of L., some of the men are interested in" and "if there are any who wish to join the A. F. of L., I am sure there are men here who will take care of them and see that they get signed up." Locke made no effort to secure someone to take signatures for union membership, but he did stand near the timekeeper's desk while the Association's petition was being signed.

Andy Vajentic, foreman in the bean baking department, solicited Belovitch, Martof, and Marinc to join the Association. Vajentic was not called as a witness and accordingly did not deny this solicitation.

Maurice Shindler is a highly skilled machine designer who, although not shown to have any supervisory power, occupies a position of such character as entitles him to eat in the cafeteria reserved for officers and foremen. Shindler testified that on the evening of May 20, while he was having dinner in the cafeteria, Hayes, general foreman, came in and sat down beside him. Shortly afterwards, Palivoda and Skertish, and two other foremen whose names he did not know, came in and joined Hayes. Shindler testified:

After being seated and greetings exchanged, Hayes said to Palivoda "How did you make out?" Palivoda began to enumerate that he spoke to a certain girl, and she informed him that she had signed up with the outside union, wouldn't have anything to do with the inside union. He talked to her he said, the best he could. And he said, "Hayes, do you remember how she came and begged for a job, and the father also implores us to put her on, and now she shows her gratitude by joining the outside union." And the whole tone of the conversation was that Mary this or Molly this, "I saw her. She has joined the outside union. I have talked to her. I did the best I could. I couldn't do anything. Others I have neutralized. Others have paid their initiation fee." And during the course of the conversation he mentioned that he had seen all of the 26 names on the list that Hayes gave him and had talked to them.



Mr. Skertish also reported in the same vein. [fol. 230] Hayes, Palivoda, and Skertish each denied that this conversation took place. Shindler seems a very credible witness, however. Palivoda is unconvincing. Skertish testified he could not have made such a report, "because Mr. Heinrich, the superintendent, wanted me not to talk unions or to have anything to do with them." We consider Hayes' denial, viewed in the light of his consistent denials that he engaged in any of the activities to which numerous witnesses testified, unconvincing. We find that the events occurred in the cafeteria as related in Shindler's testimony.

It is clearly established that Hargraves, a salaried employee who is described as the respondent's "good will man," was active in the Association during this time, although he resigned from membership when the Association's constitution and bylaws, which exclude salaried employees from membership, were adopted. The respondent admits that Hargraves was engaged in personnel and welfare work, such as visiting the homes of the employees in cases of illness or death and that on some occasions at least, he attended foremen's meetings. We find Hargraves was the representative of the respondent in the performance of the duties incident to his position and that his activities in connection with the Association are binding on the respondent.

Shindler also testified that he overheard Hargraves asking one of the stenographers in the respondent's office to take the minutes at an Association meeting, and that when she refused, Hargraves stated he had absolute proof that the Union "was organized by Croatian Communists who are getting orders from Moscow." Hargraves was not called as a witness by the respondent. We find that Hargraves engaged in the conversation testified to by Shindler.

The record shows that at some date prior to the strike, Heinrich instructed the foremen and foreladies that they were not to take part in any of the union activities of the employees and that they should practice no discrimination between employees belonging to one or the other group. These instructions were apparently given at the request of Riley, a director of the respondent. Substantially the same instructions were given to the foremen and foreladies at two or three different times after the strike by various supervisors or officials of the respondent. It is apparent

from the facts set forth in this decision that the respondent's [fol. 231] supervisory staff failed to follow the instructions given during the period prior to the strike if, in fact, Heinrich intended them to be followed, which seems doubtful in view of Heinrich's own participation in such activities. The instructions given after the strike, even if followed, came after the anti-union statements and acts of the supervisory staff which are complained of, had been consummated. Under these circumstances, the respondent is not relieved from liability for the acts of supervisory employees as stated above, by showing that such instructions were given.

Although there is additional evidence, the testimony discussed shows that the respondent through the activities, set forth above, of Brooks, Mozeyka, Locke, Vajentic, Hayes, Palivoda, Skertish and Hargraves, has dominated and interfered with the formation and administration of the Association and contributed support to it; and we so conclude.

The respondent excepts to our failure to find in our proposed findings that the Union also solicited members during working hours. The respondent cites only the testimony of Catherine Hildebrand to the effect that she was solicited to join the Union during working hours by Andy Porack. The record also contains testimony by Joseph Greenier that he was solicited to join the Union while at work by Frank Koontz. We have considered this testimony, but it does not cause us to reach a different conclusion. Even if such solicitation occurred, it was negligible as compared with the solicitation engaged in by members of the Association. In addition, it is not the bare fact that solicitation by Association members occurred during working hours which is significant but rather the fact that this solicitation was with the approval, expressed or implied, of the respondent. The record does not show, and the respondent does not contend, that any supervisory employee knew of or approved of, the solicitation which may have occurred by members of the Union.

The respondent also excepts to our failure to find that members of the respondent's supervisory force stopped employees who were circulating Association petitions during working hours and forbade them to do so. The respondent cites two such incidents. We have also considered this evidence, but it does not alter our conclusion that the re-

spondent's supervisory staff in general did not actually stop solicitation. After Dominic Vajentic had secured [fol. 232] "about two" signatures to the petition, he was stopped by his foreman brother, Andy Vajentic, who stated, "You are not going to sign up anybody during working hours \* \* \* You could do it dinner time, if you want to. I don't like to see you go around and ask anybody to sign up." Catherine Hildebrand testified that she was stopped from circulating the petition. In her direct examination Hildebrand testified that after she had spent about 45 minutes circulating the petition she was stopped by Heinrich. On cross-examination Hildebrand testified that Ann Tra-siack, her forelady, stopped her from circulating the petition. There is no explanation of the apparent inconsistency and under the circumstances we consider this testimony unreliable. Even assuming that Vajentic, Heinrich, and Tra-siack did not allow the circulation of the Association petitions, the respondent is responsible for the acts of other supervisors who did allow and in some instances aided in the circulation of these petitions in the plant during working hours.

We find that the respondent has dominated and interfered with the formation and administration of the Association and contributed support to it; and that by these activities the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

#### D. The refusal to bargain collectively

##### 1. The appropriate unit

The complaint alleges that all of the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining. This is the unit which, by agreement of the respondent, the Union, and the Association, was used as the basis of the consent election held on June 8, 1937. Supervisory, clerical or office help, and salaried employees are normally excluded in an industrial unit; their exclusion, therefore, needs no further comment. Outside truck drivers were excluded on the grounds that they are members of Local 249 of the International Brotherhood of Teamsters,

Chauffeurs, Stablemen, and Helpers of America, likewise affiliated with the American Federation of Labor, and have dealt with the respondent as a separate unit. We see no [fol. 233] objection to their exclusion for these reasons.

We find that all of the employees at the Pittsburgh plant of the respondent, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining, and that such a unit insures to the respondent's employees the full benefit of their rights to self-organization and otherwise effectuates the policies of the Act.

## 2. Representation by the Union of a majority in the appropriate unit

As previously stated, the Union received 1,079 votes out of a total of 1,930 ballots cast in the consent election held on June 8, 1937, by the Regional Director for the Sixth Region. There is no evidence in the record as to the desires of a majority of the employees after that time, except the statement that at the time of the hearing, the Association had approximately 1,050 dues-paying members. We cannot consider membership in the Association as a free-will act because of our finding that the Association was dominated, interfered with, and supported by the respondent.<sup>3</sup> In the absence of evidence to the contrary, there is a presumption that a majority of the employees continued to desire the Union to represent them,<sup>4</sup> particularly during the period from June to August 1937, when it is alleged the respondent failed to bargain collectively with the Union.

We find that on June 8, and at all times thereafter, a majority of the employees in the unit which we have found appropriate had designated and selected the Union as their collective bargaining agent and that, pursuant to Section 9 (a) of the Act, the Union was the exclusive representative of the employees in the appropriate unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

<sup>3</sup> Matter of Inland Steel Company and Steel Workers Organizing Committee and Amalgamated Association of Iron, Steel, and Tin Workers of North America, Lodges Nos. 64, 1010, 1101, 9 N.L.R.B., No. 73.

<sup>4</sup> Matter of United States Stamping Company and Enamel Workers Union No. 18630, 5 N.L.R.B., 172.



[fol. 234]

## 3. The refusal to bargain

As previously indicated, negotiations between the Union and the respondent looking to an agreement concerning wages, hours, and conditions of employment began on June 17, 1937. At the six or seven meetings which were held between June 17 and 28, the respondent was generally represented by Riley, by Robert G. Shinabarger, a director who is assistant to S. Mueller, one of the vice presidents of the respondent, and by Donald W. Ebbert, an attorney. At these conferences the subject matter of discussion between the groups was largely confined to the provisions of a proposed contract which had been submitted by the Union to the respondent on June 17.

The first paragraph of the proposed contract provided:

This agreement, dated the . . . . . day of . . . . . 1937, between the H. J. Heinz Company (hereinafter referred to as the "Employer"), and the Canning & Pickle Workers Local Union No. 325 of the Amalgamated Meat Cutters and Butcher Workmen of North America, or its successor (hereinafter referred to as the "Union"). \* \* \*

Thus the Union in this paragraph and by virtue of the form of the entire agreement indicated its desire for a signed agreement between the parties. During the negotiations each paragraph of the proposed agreement was discussed. The respondent's only expressed objection to the introductory paragraph was to the words "or its successor" which the Union agreed to eliminate. At no time during this period did Riley or Shinabarger indicate to the Union committee that the respondent would not enter into an agreement in the form proposed, although they unqualifiedly stated that other provisions of the agreement, such as the closed-shop, would not be accepted by the respondent.

The one issue on which the parties were furthest apart during these discussions related to wage increases. The Union had demanded a 20 per cent increase, with certain minima for men and for women. The respondent had offered an increase of 10 per cent, with lower minima. Although the proposed contract submitted by the Union on May 21 had only asked for a 10 per cent increase, the Union felt that a larger increase was justified in view of the events

that had transpired since May 21, the most important of [fol. 235] which was that the respondent had agreed with the Association to a 10 per cent increase on June 1, which increase, however, had never been put into effect. The position of Riley and Shinabarger from the beginning of the negotiations was that the respondent would not agree to any increase in excess of 10 per cent.

At the meeting of June 26, neither the Union nor the respondent having receded from their respective positions in respect to wage increases, Wilner, the attorney for the Union, proposed that some higher official of the respondent be present at the next meeting. The proposal was the outcome of statements by Riley and Shinabarger that their actions were subject to the approval of the other directors of the respondent.

In accordance with the suggestion, Hugh C. Anderson, a vice president of the respondent, attended the meeting of June 28. Anderson sat throughout the meeting, which lasted about 1 and a half hours, without speaking. Wilner then asked Anderson for a statement. Anderson replied that nothing had been stated which had not been previously discussed according to the reports which he had received; that the directors had full confidence in Riley and Shinabarger; that the respondent's offer was a 10 per cent increase and that the Union could "take it or leave it." Wilner and other members of the Union who were present testified that Anderson, in addition, stated that Riley and Shinabarger had full authority to act for the respondent. Although this is denied by the respondent's witnesses, we believe that events which followed reasonably indicate such authority.

The Union, feeling that an impasse had been reached, again solicited the aid of State and Federal mediators. The respondent thereafter agreed to meet again with the Union representatives on July 1. Again the respondent failed to offer any increase in excess of its original counter proposal. The Union representatives left this meeting with the intention of submitting the respondent's proposals concerning wage increases, hours, and vacations to the union membership at a meeting to be held that night. Shortly after the representatives of the Union had left this conference, Riley sent for Kracik, the international representative of the Amalgamated. Kracik returned to the plant, where Riley bluntly informed him that the respondent did not

[fol. 236] intend to enter into any signed agreement with the Union.

The Union membership, at the meeting that night, agreed to accept the respondent's counter proposals, which, pursuant to a previous understanding went into effect in the plant on July 2, the following day, but as of July 1. At a meeting between the representatives of the respondent and the Union on the following day, Wilner voiced violent objection to the respondent's position that it would not enter into a signed agreement with the Union. Riley stated that it was the policy of the respondent not to enter into signed agreements with unions and that the respondent did not consider the Act required it to do so. It was finally agreed at this meeting that Wilner and Ebbert should incorporate the terms on which an understanding had been reached in a memorandum.

Some time before July 14, Ebbert prepared such a memorandum, and submitted it to Wilner, who made certain corrections. On July 14, Riley, Shinabarger, and Ebbert, representing the respondent, met with Wilner and other representatives of the Union to discuss the draft which Wilner and Ebbert had agreed correctly expressed the terms on which an understanding had been reached. The committees made certain other changes and all present agreed that Ebbert should prepare a final draft including such agreed changes and that this draft should be posted on the respondent's bulletin boards on the following day. It was also agreed that a copy should be sent by Ebbert to Wilner. While Riley denies that such arrangements had been made, Wilner received a copy of a corrected memorandum from Ebbert *Ebbert* on the following day. This fact clearly indicates that Ebbert likewise understood at the meeting of July 14 that Riley and Shinabarger had agreed to the form of the memorandum and establishes the fact that no indication had been given that their agreement was subject to further action by other directors of the respondent. The memorandum received by Wilner is dated July 15 and entitled "Notice To All Employees." The first paragraph states:

Following the recent election held under the supervision of the National Labor Relations Board, in which the Canning and Pickle Workers' Local Union No. 325 was selected as the collective bargaining agency for our employees, we

have had meetings with a committee from that organization [fol. 237] and after several weeks of negotiation, have agreed with them as follows:

The agreement then set forth certain provisions relating to wages, working hours, vacations, seniority, adjustment of grievances, discharges, safety and health, and concluded with the provision.

The wages rates and other matters hereinabove set forth shall remain in effect until further notice.

The copy received by Wilner contained at the end the typewritten signature of the respondent.

Wilner, upon being notified during the day that the memorandum had not been posted in the plant, called Ebbert for an explanation. Ebbert stated that Anderson had objected to certain phrases in the memorandum and, in addition, felt that it should be submitted to Howard Heinz, president of the respondent, who was then out of the city, before it was posted.

On July 23 or 24, Ebbert informed Wilner that Heinz had seen the memorandum, and wished to rewrite it in its entirety and that no further action could be taken at that time.

On July 29 or 30, Ebbert submitted to Wilner a bulletin which had been prepared by Heinz. This bulletin differed materially from the memorandum which had been agreed upon on July 14. It was entitled:

**Labor Relations Bulletin  
Pittsburgh Factory, H. J. Heinz Company**

The opening paragraph read:

According to the provisions of the National Labor Relations Act, we have bargained with the certified collective bargaining agency for our employees (not including, however, foremen, assistant foremen, who are paid on a monthly basis, policemen, outside truck drivers, office employees, or factory employees paid on the monthly basis) and the following understanding has been reached:

In no place in the bulletin was the Union named nor did the signature of the respondent appear at the end. The body of the bulletin constituted a complete rewording of



the memorandum of July 14. Material changes had been made, also, in the substantive provisions. The bulletin eliminated all details concerning the procedure to be followed in the handling of grievances, eliminated the right of the Union to aid in the determination of wage rates for certain employees excepted from the standard rates, made overtime payable for time worked in excess of 44 hours a week, instead of 40 hours as stated in the memorandum, provided that overtime rates should not apply to the handling of perishable products, an exception which the memorandum of July 14 stated had not been "agreed" to by the Union, and made rates for beginners payable for 3 months instead of for 1 month as provided in the memorandum.

On July 31, 1937, Wilner met with Ebbert and Bostwick, attorneys for the respondent. Wilner protested against the procedure which had been followed by the respondent throughout the negotiations and the bulletin as prepared by Heinz in particular. Wilner stated, however, that the decision would be up to the Union and that he would refer the bulletin prepared by Heinz to the Union.

The next meeting held between any of the interested parties occurred on August 11. Riley, Shinabarger, and Bostwick represented the respondent at this meeting. The representatives of the Union voiced great dissatisfaction with the bulletin on several grounds, particularly the elimination of the name of the Union in the introductory paragraph and elimination of the details concerning the procedure to be followed in the handling of grievances. Representatives of the respondent stated that both changes had been made by Heinz because he wished to reduce the length of the bulletin. Although it was pointed out that the name of the Union was no longer than the phrase "certified collective bargaining agency for our employees," the respondent's representatives refused to agree to the change. In only two material particulars did the respondent's representatives agree to a revision. The payment of overtime for work in excess of 44 hours a week was changed to payment for work in excess of 40 hours, and the name of the Union was put in the paragraph relating to grievances. At the conclusion of the meeting, the representatives of the Union agreed that the bulletin should be posted on the bulletin boards of the respondent. The bulletin was posted by the respondent on August 15. On August 17, Tasker,

business agent of the Union wrote the following letter to Riley:

This is to advise you that the notice you have posted on [fol. 239] your bill-board does not in our opinion constitute an agreement within the intent of the memorandum of understanding entered into by and between our Union and you on June 4, 1937, nor is it evidence of bona-fide collective bargaining within the meaning of that understanding or the National Labor Relations Act.

Nevertheless, we realize that the concessions gained for the employees of the H. J. Heinz Company were the direct results of our efforts and we are anxious to conserve for the Heinz employees the benefits which they so richly deserve and for which we strove so hard.

We, therefore, do not object to you (sic) posting of the notice but intend to lay this matter before the National Labor Relations Board in order to have that impartial agency determine whether or not you have bargained in good faith and whether you have done what our memorandum of understanding of the 4th of June, 1937, and the law requires of you.

Upon the above recital of facts it is not entirely clear whether, although an accord on terms was reached, the respondent was willing to embody those terms in an agreement binding upon the parties. The respondent contends that there was such an agreement. The Union in its letter of August 17 apparently thinks there was not. If there was no such agreement, there was, of course, a violation of Section 8 (5) within the principles set forth in Matter of St. Joseph Stock Yards Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 159.<sup>5</sup> However, it is necessary to decide this question here, since we think it clear that the respondent [fol. 240] did not fulfill its obligation under Section 8 (5) in other vital respects.<sup>6</sup>

<sup>5</sup> 2 N. L. R. B., 39.

<sup>6</sup> The respondent excepts to our failure to find in our proposed findings (1) that Wilner, attorney for the Union, admitted that the respondent "by posting the agreement on its bulletin boards on August 15, 1937, became bound there-

Section 8 (5) of the Act requires an employer to accept the procedure of collective bargaining. That procedure not only involves meeting and discussion with the representatives of employees, but also contemplates the making of a collective agreement if an understanding is reached on terms. As the Supreme Court of the United States recently declared in *Consolidated Edison Company v. National Labor Relations Board* (decided December 5, 1938):

The Act contemplates the making of contracts with labor organizations. That is the manifest objective in providing for collective bargaining.<sup>7</sup>

We take judicial notice that historically this collective agreement has normally taken the form of a written contract between the employer and the labor organization, naming the parties to the agreement and signed by the parties.<sup>8</sup> The obligation of the employer under Section [fol. 241] 8 (5) is to accept this procedure in full. The purpose of the Act is to encourage "the practice and procedure of collective bargaining" and the employer may not decline to afford its employees the full rights and advantages of collective bargaining as historically practiced.

We think it plain that the respondent did not fulfill its obligations under the Act in the present case. On July 1, Riley, the respondent's representative in negotiations, flatly

by"; (2) that the Union called a meeting for August 20, 1937, for the purpose of "discussing the contract that is now posted on your bulletin board"; and (3) that the Union publicly stated that an "agreement between the respondent and the Union" had been reached. We find that these facts are established by the record. However, we do not regard them as determinative of the existence of an agreement between the Union and the respondent, especially in view of Tasker's letter of August 17.

<sup>7</sup> See also the statement of Mr. Justice Reed concurring in part and dissenting in part in the same case:

It is agreed that the "fundamental purpose of the Act is to protect interstate and foreign commerce from interruptions and obstructions caused by industrial strife." This is to be accomplished by contracts with labor organizations, reached through collective bargaining.

<sup>8</sup> Cf. *Matter of Inland Steel Company*, supra, 9, N. L. R. B., No. 73.

refused to enter into any signed agreement with the Union. Thereafter, without waiving its right to a signed contract, the Union went so far as to agree to the posting of a notice which stated that, following the selection of the Canning and Pickle Workers, Local Union No. 325, as collective bargaining agency, "we have had meetings with a committee from that organization and after several weeks of negotiation, have agreed with them as follows." Even this concession did not satisfy the respondent. It insisted upon posting a notice which merely stated, "We have bargained with the certified collective bargaining agency for our employees \* \* \* and the following understanding has been reached." This document was not in the form of a contract between the parties; the Union was not named as a party; and the document was not signed by any party thereto. Indeed, while officers of respondent testified that they had been advised and believed that the respondent was legally bound by the provisions set forth in the bulletin of August 14, Riley stated that the "agreement" which exists is between the respondent and its employees and not between the respondent and the Union.<sup>9</sup>

The record makes clear that the only reason for the respondent's refusal to accept the full procedure of collective bargaining in this case lay in its desire to deny to the Union the status and prestige to which it was entitled as the recognized party to a collective agreement. Riley admitted that the respondent declined to name the Union in the bulletin, or to give it any express credit for the results reached, for "psychological" reasons. He explained those reasons as [fol. 242] "just a matter of trying to pound some of the boys down a bit," "a tendency to get this wild colt back on the reservation," and that the rights of the minority "should be protected." The attitude of the respondent in this matter is in strong contrast to its attitude toward the Association. In the bulletin which the respondent had mailed to the employees on June 1, incorporating the agreement between the Association and the respondent, not only had the name of the Association been used, but, in addition, the

<sup>9</sup> It is significant to note that during oral argument counsel for the respondent referred to the bulletin of June 1, which contained the agreement between the Association and the respondent, as "a contract" between the respondent and the Association.



names of the 5 officers and the 15 representatives of the Association had been prominently set forth. The difference in the respondent's treatment of the two organizations must be viewed in the light of its antipathy toward the Union, and its use of the Association to prevent self-organization. It clearly wished to impress its employees with the benefits of membership in the Association and to convince them that no benefits had been gained by virtue of membership in the Union.

The respondent's refusal to accord the Union a contract in the usual form, signed by both the parties cannot be dismissed as a matter of trivial significance. On the contrary, as the testimony of Wilner makes clear, the respondent's action deprived the Union of highly important advantages growing out of full recognition of the Union as the collective bargaining agent and full acceptance of the Union as a party to the collective agreement.<sup>10</sup>

The case is similar in all substantial respects to *Matter of Inland Steel Company*.<sup>11</sup> In that case the respondent refused in advance to embody in a signed agreement whatever terms might be reached after negotiations. The Board pointed out that

• • • in circumstances like those here involved—when the bargaining is directed toward a comprehensive set of terms covering labor relations in a large industrial plant—the prevailing practice is reduction of such terms to a signed collective agreement;

that

Union justifiably feel that full recognition of their status [fol. 243] as collective bargaining agencies on an equal footing with employers cannot be attained if they are denied the type of contractual relationships which characterize ordinary business dealings.

and that

It is evident from the respondent's own argument that the underlying reason for its refusal to enter into a signed

<sup>10</sup> Cf. *National Labor Relations Board v. Pennsylvania Greyhound Lines*, 303 U. S. 261, 267.

<sup>11</sup> *Supra*, 9 N. L. R. B., No. 73.

agreement was that it was anxious to forestall the organization of its employees into the S. W. O. C.

The Board's conclusion in the Inland case is equally applicable to the facts of this case:

Section 8 (5) of the Act requires an employer to accept the procedure of collective bargaining in good faith, and the nature of this obligation must be determined in the light of the prevailing practice of collective bargaining and the spirit and purpose of the Act as a means of avoiding industrial strife. We regard it as well settled that collective bargaining in good faith requires a willingness to consummate the negotiations, if successful, by entering into some sort of an agreement. And we hold that under circumstances such as are presented here, it is the employer's obligation to accede to a request that understandings reached be embodied in a signed agreement. The present controversy is projected on the backgrounds of a long struggle by labor organizations to attain full recognition of their right to recognition as collective bargaining agencies with a dignity equal to that of the employers with whom they deal. We take judicial notice of the fact that today thousands of employers have accorded unions their right to normal contractual relationships, and that, as is shown by the record, the signed collective bargaining agreement is the prevailing practice. From the viewpoint of harmonious and cooperative labor relations, as well as of sensible business practice, the importance of embodying understandings in signed agreements is obvious. Whether there may be, in some future case, circumstances indicating that the employer there involved may under the Act decline to embody understandings in a signed agreement, we need not here decide. It is certain that we are not confronted with such circumstances in this case. To say that there is something impracticable about a signed collective bargaining agreement with a large steel manufacturing concern, justifying an exception from the general practice, would be to shut our eyes to facts of common knowledge concerning recent labor history. As a matter of fact, the reasons advanced by the respondent, considered in connection with the factual background of the current dispute, indicate clearly that the respondent was and is motivated in its actions by a desire to check the progress of the S. W. O. C. in its plants.

The respondent has sought to show, however, through an article which was published in the "Catholic Radical Alliance" on July 8, 1937, that the Union was also unwilling to enter into a written agreement. The author of the article was Father Rice, a Catholic priest who had accompanied the Union Committee in some of its meetings with the respondent prior to July 1. In the article Father Rice stated that the terms offered by the respondent had been submitted to the employees at a mass meeting the week before (apparently referring to the meeting on the night of July 1), and that the employees, wanting peace, agreed to accept the terms offered but would not agree to sign a contract for a term. It does not appear from the article, however, that the Union did more than take the position that it was unwilling to agree to be bound by the arrangements which the Company had offered for any specific length of time. In any event, as we have seen above, on the following day Wilner, authorized representative of the Union, objected strenuously to the respondent's refusal to enter into a signed written agreement. We conclude, therefore, that the Union never abandoned either its demand or its desire for a written signed agreement providing full recognition of the Union and embodying an understanding [fol. 245] reached as a result of genuine collective bargaining.<sup>12</sup>

<sup>12</sup> The respondent excepts to our failure to include in our proposed findings a finding "that Kracik, international representative of the Union, told Riley during the negotiation meetings that a written signed agreement was not required and agreed with Riley and Shinabarger that the agreement between the respondent and the Union need not be a written signed agreement." Kracik testified that after Riley announced on July 1, that the respondent would not enter into any written agreement, he replied, "Well, it's all right with me. Whatever you people decide and whatever we decide is two different things." Kracik also testified that during the negotiations prior to July 1, Riley stated to the witness personally, "It's nothing definite we are going to sign some kind of a contract but you know the things from your other meetings and your other negotiations and you know what to do in cases like that," and that Kracik replied, "Well, that means that no agreement, that you people still living in hopes and whatever we decide, sometime, will be per-



In addition to the respondent's refusal to enter into the normal form of written agreement with the Union, the respondent's actions throughout the course of negotiations indicate that it was not bargaining in good faith. This is shown especially by the respondent's withholding from the Union the essential status and recognition of an equal during the negotiations, as hereinbefore discussed; by the respondent, through Heinz, repudiating and changing the terms of the July 14 bulletin after they had been approved [fol. 246] as final by the persons who had been represented to the Union as having full authority to act for the respondent; by the respondent's dilatory tactics manifested particularly in the refusal of Anderson to post the memorandum of July 14 and in the rewriting of the memorandum by Heinz; and by the respondent's refusal to incorporate the procedure for settling grievances in the bulletin of August 15, although it has no objection to such terms themselves.

We, therefore, conclude that the respondent has failed and refused to bargain collectively with the representatives of its employees within the meaning of Section 8 (5) of the Act; and that by such failure and refusal the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### 4. The effect of the unfair labor practices upon commerce

We find that the activities of the respondent set forth in Section III above, occurring in connection with the opera-

fectly o. k. with us because we have no agreement with the company—that (suits) me, personally—I will be on your neck every week or so if you don't sign for a certain term.”

We do not agree with the respondent that the replies of Kracik constituted a waiver of the Union's demand for a written signed agreement. Nevertheless, whatever interpretation is placed on Kracik's testimony, other testimony in the record establishes that the Union's original demand was for a signed agreement, that the respondent in the first instance refused to enter into a written agreement, and that other representatives of the Union objected throughout the subsequent negotiations to the respondent's refusal to enter into such an agreement.



tions of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and with foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

### 5. The remedy

We have found that the respondent dominated and interfered with the formation and administration of the Association and contributed support to it. Counsel for the respondent takes the position that even if such facts should be established, "it all happened in April and May, and whatever damage, if any was done, was all cured by an election." We do not so view the situation. Bennett, president of the Association, testified that at the time of the hearing the Association had between 1,050 and 1,100 dues-paying members; that since the election, the Association has existed for the purpose of carrying on social functions; but as to the future "you can never tell." In addition, the respondent has excepted to a proposed finding of the Board, that

Since by the statements of the Association's president, the Association has existed since the election solely for [fol. 247] social purposes, such membership (in the Association) is not inconsistent with the desire of a majority of the employees to have the Union represent them for the purposes of collective bargaining.

It seems apparent that the only reason the respondent could have for objecting to such a finding is a belief that the Association either exists or is capable of acting as a collective bargaining agent for its members. The objection is clearly inconsistent with the respondent's argument that the damage, if any, was cured by the election. The record does not indicate that the respondent has met with the Association for the purposes of collective bargaining since the strike, and the respondent asserts that it has not. Nevertheless, so long as the Association continues, it remains a potential threat to the employees' exercise of the right of self-organization and to be represented in collective bargaining by the representatives of their own choosing. The purposes of the Act can be effectuated only by the removal of this threat. We shall, accordingly, order the respondent to disestablish the Association as the representa-

tive of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, and other conditions of employment.

Since the respondent has failed to bargain collectively with the Union as the representative of its employees, we will order the respondent, upon request, to bargain collectively with the Union for the purpose of reaching an agreement covering wages, hours, and working conditions; and, if any understanding is reached on any of such matters, and the respondent is requested to do so by the Union, to embody such understanding in a written signed agreement.

\* Upon the basis of the above findings of fact, and upon the entire record in the case, the Board makes the following:

#### CONCLUSIONS OF LAW:

1. Canning and Pickle Workers, Local Union No. 325, and Heinz Employees' Association are labor organizations within the meaning of Section 2 (5) of the Act.

2. The respondent, by interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

3. The respondent, by dominating and interfering with the formation and administration of Heinz Employees' Association, and by contributing support to the said organization, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (2) of the Act.

4. All the employees at the Pittsburgh plant of the respondent, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

5. Canning and Pickle Workers, Local Union No. 325, was on June 8, 1937, and at all time thereafter has been, the exclusive representative of all employees in such unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

6. The respondent, by refusing to bargain collectively with Canning and Pickle Workers, Local Union No. 325, as the exclusive representative of the employees in the aforesaid unit, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

#### ORDER

Upon the basis of the findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, H. J. Heinz Company, Pittsburgh, Pennsylvania, and its officers, agents, successors, and assigns shall:

1. Cease and desist:

(a) From in any manner dominating or interfering with the administration of the Heinz Employees' Association, or with the formation or administration of any other labor organization of its employees, and from contributing support to the Heinz Employees' Association, or any other labor organization of its employees;

(b) From refusing to bargain collectively with Canning and Pickle Workers, Local Union No. 325, as the exclusive representative of all the employees at the Pittsburgh plant, [fol. 249] except foremen, assistant foremen, salaried employees, office help, and outside truck drivers;

(c) From in any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining and other mutual aid and protection; as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:



(a) Withdraw all recognition from the Heinz Employees' Association as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, and other conditions of employment, and completely disestablish Heinz Employees' Association as such representative;

(b) Upon request, bargain collectively with Canning and Pickle Workers, Local Union No. 325, as the exclusive representative of all the employees at the Pittsburgh plant, except foremen, assistant foremen, salaried employees, office help, and outside truck drivers, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an understanding is reached on any such matters, embody said understanding in a written signed agreement, if requested to do so by Canning and Pickle Workers, Local Union No. 325;

(c) Post notices immediately on the bulletin boards in the Pittsburgh plant stating: (1) that the respondent will cease and desist as aforesaid; (2) that the Heinz Employees' Association is disestablished as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or any other conditions of employment, and that the respondent will refrain from any recognition thereof; and (3) that, upon request, the respondent will bargain collectively with Canning and Pickle Workers, Local Union No. 325, as the exclusive representative of all the employees in the unit which we have found appropriate; and keep said notices posted for a period of at least sixty (60) consecutive days from the date of posting;

(d) Notify the Regional Director for the Sixth Region [fol. 250] in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply therewith.

Chairman Madden took no part in the consideration of the above Decision and Order.



## Before National Labor Relations Board

## AFFIDAVIT AS TO SERVICE

Case No. C-304—Filed January 5, 1939

DISTRICT OF COLUMBIA, SS:

I, George Lo Verde being duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 5th day of January, 1939, I mailed post-paid, bearing Government frank, by registered mail, a copy of the Decision and Order to the following named persons, addressed to them at the following addresses:

Canning and Pickle Workers, Local Union No. 325, 922 E. Ohio St., N. S., Pittsburgh, Pa.

Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pa.

Heinz Employees Association, % I. C. Bennett, President, R. F. D. No. 6, Box 736-H, Mt. Olive Post Office, Pittsburgh, Pa.

[fol. 251] Edmund M. Toland, Esq., Investment Building, Washington, D. C.

George Lo-Verde.

Subscribed and sworn to before me this 5th day of January, 1939. John A. Newman, Notary Public, D. C. My commission expires Aug. 15, 1943. (Seal.)

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69553 omitted.)

(Original return receipt signed by Joseph J. Marak, agent of Canning & Pickle Workers, Local Union No. 325 omitted.)

## Return Receipt.

Registered Mail.

(Receipt for registered article No. 69554 omitted.)

(Original return receipt signed by B. Scott, agent of Thorp, Bostwick, Reed and Armstrong omitted.)

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69555 omitted.)

(Original return receipt signed by I. C. Bennett, President of Heinz Employees' Association, omitted.)

## Return Receipt

Registered Mail.

(Receipt for registered article No. 69556 omitted.)

(Original return receipt signed by R. Lusby, agent of Edmund M. Toland omitted.)

[fol. 252] IN UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

Case No. 8187

H. J. HEINZ COMPANY, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD

MOTION TO DISPENSE WITH PRINTING CERTAIN EXHIBITS—  
Filed April 4, 1939

To the Honorable, the Judges of Said Court:

And Now, April 8, 1939, comes petitioner by its counsel and moves the Court to issue its order permitting petitioner to omit from the printed record in the above case Board's Exhibits Nos. 3, 12, 18A and 24 to 32, inclusive, introduced by the National Labor Relations Board, and in support of said Motion petitioner assigns the following reasons, among others:

1. The National Labor Relations Board has indicated to petitioner that it desires to have all of the 42 Exhibits introduced by it included in the printed record in this case with the exception of three of its Exhibits, viz, Board's Exhibits Nos. 3, 12 and 18A.

2. All of the Exhibits in the above case, including the Exhibits to which this Motion is directed, have been certi-

fied to this Court by the National Labor Relations Board, are in the possession of the Clerk, and are available for inspection by the Court.

3. Petitioner respectfully urges that all of the Exhibits to which this Motion is directed, as well as many of the other Exhibits introduced by the National Labor Relations Board, were entirely irrelevant and immaterial to a disposition of the case below, are likewise irrelevant and immaterial to a disposition of the case by this Court, which irrelevancy and immateriality may be readily determined upon an examination of the physical Exhibits as introduced, and that, therefore, it would serve no useful purpose to require petitioner to undergo the heavy expense incident [fol. 253] to printing such Exhibits as part of the printed record herein.

4. Board's Exhibit No. 24 is an official publication of the National Labor Relations Board, purports to be a summary, prepared by employees of the Board, of evidence introduced at a joint hearing before the Board involving three steel companies having no connection whatsoever with the present petitioner, is wholly incompetent, irrelevant and immaterial, and is approximately 180 pages in length. It is within the power of The National Labor Relations Board to supply to the Court copies of Board's Exhibit No. 24 if said Board so desires. In any event, there would be no useful purpose served by requiring petitioner to reprint a voluminous document that is already in print.

5. Board's Exhibits Nos. 25 to 27 are composed, in part, of correspondence between employees of the Bureau of Labor Statistics of the United States Department of Labor and labor union officers, and, in part, of copies of contracts between certain companies and their employees having no connection whatsoever with petitioner, and are wholly incompetent, irrelevant and immaterial.

6. Board's Exhibit No. 28 consists of a certificate of the Bureau of Labor Statistics of the United States Department of Labor and Statistics from its files, was introduced to support Board's Exhibits Nos. 25 to 27, is wholly incompetent, irrelevant and immaterial and has no place in the printed record in the event petitioner is granted permission to omit Board's Exhibits Nos. 25 to 27 from the printed record.



7. Board's Exhibits No. 29 and 30 consist of statistics and material published by the Massachusetts Bureau of Statistics for the year 1911, are wholly incompetent, irrelevant and immaterial and in no way concern petitioner or the present situation.

8. Board's Exhibits Nos. 31A to 31G are reprints from various issues of the Monthly Labor Review, a publication of the Bureau of Labor Statistics of the United States Department of Labor, total approximately 70 pages in length, deal with a variety of matters, ranging from collective bargaining in the petroleum industry to collective bargaining by the Amalgamated Clothing Workers, which have no connection whatsoever with petitioner, and are [fol. 254] wholly incompetent, irrelevant and immaterial, and, in addition, Board's Exhibits Nos. 31A to 31G being already in print, it would be unreasonable to require petitioner to print them again since the National Labor Relations Board is undoubtedly able to furnish the Court with additional copies thereof if the Board so desires.

9. Board's Exhibit No. 32 is an article entitled "Labor Union Agreements Analyzed and Summarized" contained in a publication of the National Association of Manufacturers, dated May 25, 1937, covers the equivalent of at least 11 printed record pages, and is wholly incompetent, irrelevant and immaterial.

10. The record in this case is exceedingly voluminous, even excluding the Exhibits to which this Motion is directed, and the heavy cost of printing the record must be borne by petitioner irrespective of the outcome of the proceeding in this Court.

11. The National Labor Relations Board has indicated to petitioner that it is agreeable to have certain of its exhibits, viz., Board's Exhibits Nos. 14, 24, 31A to 31G and 32 inserted in the printed record in their original printed form. This Motion is not directed to Board's Exhibit No. 14 and petitioner intends to have it printed as a part of the record of this case.

12. The Exhibits, with the exception of Board's Exhibit No. 14, referred to in Paragraph 11 above, even if available to petitioner in sufficient number for insertion in the printed record, are not uniform in length, width or thickness, and



do not conform to the dimensions of a record page as prescribed by the Rules of this Court pertaining thereto; all of said Exhibits being composed of pages substantially smaller than a record page except one, viz., Board's Exhibit No. 32, which is composed of pages substantially larger than a record page.

13. In addition to the fact that Board's Exhibits Nos. 24, 31A to 31G, and 32 are neither competent, relevant nor material to the issues of this case, a volume composed of printed pages of varying sizes would not be convenient for use either by the Court or by the parties, and, therefore, there is no reasonable justification for requiring the petitioner to bear the great expense incident to either the printing or the binding thereof.

14. The National Labor Relations Board is free, as is [fol. 255] petitioner, within the limits prescribed by the Rules of this Court, to print as part of its Brief any Exhibits which it may desire to present to the Court in printed form.

Wherefore, petitioner moves the Court to enter its Order in the above proceeding in accordance with the foregoing Motion.

Thorp, Bostwick, Reed and Armstrong, Counsel for Petitioner.

COMMONWEALTH OF PENNSYLVANIA,  
County of Allegheny, ss:

Before me, the undersigned authority, personally appeared Charles C. Hewitt, to me known, and upon being duly sworn according to law deposes and says that he is of counsel for petitioner in the foregoing Motion; that he is duly authorized to make this affidavit in his behalf; that the facts averred therein are true; and further, that he has this day caused a copy of the foregoing Motion and a Notice of Hearing thereon on the 8th day of April, 1939, to be enclosed in a properly stamped sealed envelope addressed to Charles Fahy, Esquire, General Counsel of the National Labor Relations Board, Washington, D. C.; that he caused said envelope and the contents thereof to be deposited as registered mail in the United States Post Office at Pittsburgh, Pennsylvania; and that in due course

of post the said envelope and its contents should reach the addressee thereof on April 4, 1939.

Charles C. Hewitt.

Sworn to and subscribed before me this 3rd day of April, A. D. 1939. Maude S. Kleinhans, Notary Public. My commission expires August 2, 1942. (Seal.)

[fol. 256] IN UNITED STATES CIRCUIT COURT OF APPEALS FOR  
THE SIXTH CIRCUIT

Case No. 8187—Filed April 12, 1939

H. H. HEINZ COMPANY

vs.

NATIONAL LABOR RELATIONS BOARD

Before: Hicks, Simons and Allen, JJ.

ORDER GRANTING MOTION TO DISPENSE WITH PRINTING OF  
CERTAIN EXHIBITS

It is ordered that the motion of petitioner to dispense with the printing of Board's Exhibits Nos. 3, 12, 18A and 24 to 32 inclusive, be and the same is granted.

Approved for Entry:

Xen. Hicks, Circuit Judge.

[fol. 257] BEFORE NATIONAL LABOR RELATIONS BOARD, SIXTH  
REGION

#### STATEMENT OF EVIDENCE

Courtroom No. 4 in the United States Federal Building,  
Pittsburgh, Pennsylvania, Monday, November 15, 1937

The above-entitled matter came on for hearing, pursuant to notice, at 10 o'clock a. m.

Before: J. Raymond Walsh, Trial Examiner.

#### APPEARANCES

Robert H. Kleeb, Attorney on behalf of the National Labor Relations Board.

Earl F. Reed, Esq., Donald W. Ebbert, Esq., and R. G.

Bostwick, Esq., of the firm of Thorp, Bostwick, Reed & Armstrong, (2812 Grant Building, Pittsburgh, Pa.)

# PROCEEDINGS

Trial Examiner Walsh: The hearing will please come to order.

These are hearings before the National Labor Relations [fol. 258] Board in the Matter of the H. J. Heinz Company and the Canning and Pickle Workers, Union Local No. 325, Affiliated with the American Federation of Labor.

Who is appearing for the Board?

Mr. Kleeb: Robert H. Kleeb.

Trial Examiner Walsh: And who for the company?

Mr. Reed: Earl F. Reed, R. G. Bostwick, D. W. Ebbert.

Trial Examiner Walsh: Are there any other appearances?

I wish to inform all parties at this time that the Board's Reporter makes the only official transcript of these proceedings, and any citations, and briefs, or arguments based upon the record must cite the official transcript in all references to the record. The Board will not certify any transcript other than its official transcript for use in any court litigation.

The hearings may proceed, please.

Mr. Kleeb: If the Trial Examiner please, the complaint in this case was issued by the Government based upon charges and amended charges which were filed with the Sixth Region by the Canning and Pickle Workers, Union No. 325.

I wish at this time to offer in evidence as Board Exhibit 1, the original complaint, the original charge, an amended charge, copies of the Board's rules and regulations as amended, proof of service of said complaint, which had a notice of hearing accompanying it upon the respondent company, upon the union which filed the charges, and upon the Heinz Employees Association through its president, I. C. Bennett, said association being the one alleged in the complaint to be in existence in violation of Section 8, Subsection 2 of the Act, and the respondent's answer, which on its face shows service accepted by J. Alfred Wilner, attorney for the Local Union filing the charges, a copy of the order of the Board designating J. Raymond Walsh to act as Trial Examiner in the hearing on the issues.

Trial Examiner Walsh: Are there any objections to that?

Mr. Reed: The only item that we object to is any proof

of service on Heinz Employees Association. It is not a party to this proceeding, and I don't know why it was served or what effect the service has.

Mr. Kleeb: The Board itself feels that the Association [fol 259] is not a party to the proceeding, but in that the existence of the Association is involved, the Board has seen fit to at least give notice to the Association that this hearing was being held, and that the Association's existence was involved in the hearing. Thus the service upon the Association and the reason—and that is the reason for the affidavit of service.

Trial Examiner Walsh: Do you wish to continue the objection to it?

Mr. Reed: Yes. I don't see that the existence of the Association is involved or could be affected if it is not a party to the proceeding, but for whatever it is worth, I suppose it is entitled to go in the record.

Trial Examiner Walsh: It will be received.

(Thereupon the document above referred to was marked as Board's Exhibit No. 1 for identification and received in evidence.)

Mr. Kleeb: I wish to move at this time to amend the complaint in the following respect. The name of the local union involved is named in the complaint and all the pleadings as Canning and Pickle Workers, Organization No. 325. I should like to move that that name be changed to Canning and Pickle Workers, Local Union No. 325.

Mr. Reed: No objection.

Trial Examiner Walsh: Is there any objection to that?

Mr. Reed: No.

Mr. Kleeb: If the Trial Examiner please, I should like to read into the record the following admissions: Paragraph one of the complaint being admitted in the answer, reads "Respondent, originally founded in 1869 is and has been since July 27, 1905, a corporation organized and existing by virtue of the laws of the Commonwealth of Pennsylvania, and is now and has continuously been engaged in the production, sale, and distribution of food products at it places of business throughout the United States and foreign countries, one of said places of business being in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, and hereinaft referred to as the Pittsburgh Plant."

Paragraph two in the complaint, although not admitted as



[fol. 260] worded, the admission in the answer, paragraph two, is as follows:

"The Respondent, however, admits that a substantial portion of the raw materials used in the manufacture of its products is purchased from suppliers situated in states other than the Commonwealth of Pennsylvania and in foreign countries, and as such portion of such raw materials is transported with small exceptions by independent carriers to the Respondent's Pittsburgh plant, in the Commonwealth of Pennsylvania, from and through states of the United States other than the Commonwealth of Pennsylvania."

"The respondent also admits that a substantial portion of the Products manufactured by it is sold to purchasers situated in states other than the Commonwealth of Pennsylvania, and in foreign countries, and that such portion is transported with small exceptions by independent carriers from the respondent's Pittsburgh Plant, in the Commonwealth of Pennsylvania, to, into, and through states of the United States other than the Commonwealth of Pennsylvania, and to, into, and through, foreign countries.

"In answer to paragraph five of the complaint, although not admitting all the allegations, the respondent in its answer, paragraph five, does admit the following, in the following words: 'The respondent admits that on June 8, 1937, a secret ballot was conducted by the regional director of the Sixth Region of the National Labor Relations Board among the employees in the unit described in paragraph four of said complaint, and that following said ballot the National Labor Relations Board, acting through its regional director as aforesaid, certified that a majority of the employees participating therein, had cast ballots designating the union as their representative for the purpose of collective bargaining with the respondent.'"

Counsel for the Board wishes to point out that the word "Union" as used in that paragraph is the Canning and Pickle Workers, Local Union No. 325.

In paragraph six of the complaint, the first sentence is admitted in paragraph six of the respondent's answer. Said sentence in the Board's complaint reads: "On or [fol. 261] about June 10, 1937, following said secret ballot and thereafter, respondent met with the representatives of the Union for the purpose of discussing rates of pay, wages, hours of employment, and other conditions of employment."

Mr. Kleeb: The following sentence is denied, namely, that the Respondent bargained in good faith with the representatives of the Union.

Mr. Bostwick: It's denied we refused to bargain.

Mr. Klëeb: I am sorry. The denial is that they denied they refused to bargain in good faith. Thank you Mr. Bostwick.

If the Trial examiner please, in cooperation with counsel for the Respondent I wish at this time to offer in evidence as Board exhibit 2 a stipulation of facts regarding the Respondent Company and also its Pittsburgh plant, the plant involved in this controversy. The stipulation which I offer is signed by myself as counsel for the Board and Earl F. Reed and R. G. Bostwick as counsel for the Respondent. In offering this stipulation I ask counsel for the Respondent to stipulate with counsel for the Board that this does not preclude the Board from offering any further evidence in the future regarding jurisdiction which it might see fit to offer.

Trial Examiner Walsh: It is so understood.

(Thereupon the document above referred to was marked as Board's Exhibit No. 2 and received in evidence.)

Mr. Kleeb: If the Trial Examiner please, it is also stipulated by and between counsel for the Board and counsel for the Respondent that approximately 76 percent of the total value of raw materials used by the Pittsburgh plant of the Heinz Company originates from without the Commonwealth of Pennsylvania and approximately 78 percent of the total production of this plant is shipped outside the Commonwealth of Pennsylvania.

Mr. Reed, will you so stipulate?

Mr. Reed: Yes, that's right.

Mr. Kleeb: If the Trial Examiner please, in order to give a more complete understanding of the various products manufactured and produced and distributed and sold by the Pittsburgh plant I wish at this time to offer as Board's [fol. 262] exhibit No. 3 a little pamphlet issued by the company which lists the various products of that company.

Mr. Reed: No objection.

(Thereupon the document above referred to was marked as Board's Exhibit No. 3 and received in evidence.)

Mr. Kleeb: Mr. Riley, will you take the stand?

H. N. RILEY, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are H. N. Riley?

A. Yes, Sir.

Q. You live in Pittsburgh, Pennsylvania?

A. I do.

Q. And you are an officer of the H. J. Heinz Company?

A. I am a Director.

Q. Mr. Riley, to clear up a couple statements in the stipulation, Board's exhibit 2, paragraph 2, of the Stipulation of Facts states the Respondent has 89 receiving stations situated in the following places, and lists the places. Would you please state for the record what a receiving station is?

A. A receiving station is a station where we take in the raw products from the farmers that we later process into the finished product.

Q. Will you state, briefly, the reason for the company having these receiving stations in so many places?

A. Well, the raw material that we use, for a great part, is a perishable material. It comes from the farm. There are not many farms left around Pittsburgh. It necessitates our going out into various parts of the country best suited for the purpose to have the farmers grow these materials for us, and we have the stations there for convenience to deliver them to us.

Q. Paragraph 3 of the stipulation says the respondent has 53 salting stations, situated in the following places. [fol. 263] Please describe what is a salting station.

A. Well, raw material, principally cucumbers, can be treated, with not too much trouble, in the place they are received, and put into a position where they will keep. This is done by placing them in salt brine and allowing a natural fermentation to take place, after which they are in a position to ship or do what you wish to do with them. That is what is usually called a salting station.

Q. Were you an employee or employed by the Company in December of 1927?

A. I was.



Q. Were you present at a Chamber of Commerce meeting in Pittsburgh at which Howard Heinz, president of the Company, made a speech about the H. J. Heinz Company?

A. I was not.

Q. Do you recall him making such a speech?

A. I don't know the date. I know he has made a number of speeches. I don't know of that particular one.

Mr. KleeB: If the Trial Examiner please, I have here a photostatic copy of a speech made December 10, 1927, by Howard Heinz, president of the H. J. Heinz Company, and published in "Greater Pittsburgh", then the official organ of the Chamber of Commerce of Pittsburgh, the title being "Food Preserving, Pittsburgh, the Home of the Greatest Food Preserving Industry of Its Kind in the World. Its Development from a Single Product to its Present World-Wide Service", and the speech of this gentleman is about his company, the H. J. Heinz Company. I would like to offer it in evidence.

Mr. Reed: Is it a good speech?

Mr. KleeB: It's a fine speech.

Mr. Reed: I don't think it has anything to do with the case, but we have no objection.

(Thereupon the document above referred to was marked as Board's Exhibit No. 4 and received in evidence.)

Mr. KleeB: That is all, Mr. Riley; thank you.

Trial Examiner Walsh: Mr. KleeB, may I interrupt you a minute? What seems to be the relevancy of this last exhibit which we have already admitted?

Mr. KleeB: For this purpose. Mr. Heinz, in his speech, [fol. 264] goes into great detail about the operation of the Heinz Company with reference to the control of the raw materials, the processing of them, and the control of them, distribution of the finished product, and I think it is relevant for that reason and it gives a very nice picture of the operation of the respondent.

(Witness excused.)

FRANK KRACIK, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:



## Direct examination.

By Mr. KleeB:

Q. What is your name?

A. Frank Kracik.

Mr. KleeB: May I go off the record for a minute, please?

Trial Examiner Walsh: Yes.

(Discussion of the record.)

By Mr. KleeB:

Q. Where do you live?

A. 1105 Goettman Street.

Q. Pittsburgh?

A. North Side, Pittsburgh.

Q. What is your occupation?

A. International representative of the Amalgamated Meat Cutters &amp; Butcher Workmen.

Q. Are you personally acquainted with the Canning &amp; Pickle Workers Local Union No. 325?

A. Yes, sir.

Q. State whether or not that local is affiliated with the Amalgamated Meat Cutters &amp; Butcher Workmen of North America.

A. Yes, that local is associated with the Amalgamated Meat Cutters &amp; Butcher Workmen.

Q. Does the local have a charter?

A. That's right.

(Thereupon the document above referred to was marked as Board's Exhibit No. 5 for identification.)

By Mr. KleeB:

Q. I show you Board's exhibit No. 5 for identification. Will you look at it, please, and state whether or not that is a photograph of the original charter?

A. Yes, it is.

[fol. 265] Mr. KleeB: I offer it.

Mr. Reed: No objection to that.

Trial Examiner Walsh: It may be received.

(The document heretofore marked as "Board's Exhibit No. 5" for identification was received in evidence.)

By Mr. Kleeh:

Q. Mr. Kracik, did you personally have anything to do with the formation of this local?

A. Yes, I was the first one—That was 'way in January, 1937, when a group of people came to me, a group of seven people, and asked me if I would help them to organize a local at the H. J. Heinz Company. Well, at that particular time the Local 424 had made a deal between the western houses, which is called Pittsburgh Provision, Wilson, Armour, Swift, and Cudahy, and we were too busy, and I refused these people, and I told them, "I am not in a position to help you with the organization because too much work on my hands", and I wasn't in a position, so I referred these people to different organizations. They came back about a week later with a message that these organizations told them to come back to us again and see if we could organize them; so about two weeks later we met a few times down at the office. Once they came up to the house. And we begin to talk the question of organization, and the first thing I wanted to know why these people wanted to organize. They made the statement that the conditions at the plant isn't the way they supposed to be. That the wages should also be adjusted because the rest of the industries is adjusting the wages, and the main point was that the H. J. Heinz Company has a condition where nobody would have anything that would have a sort of privacy in the plant which they called a stool-pigeon system and that was the main object, abolishing this through the organization.

So when we formed this organization, a group of 15 people, we referred them back again to the C. I. O. and the C. I. O. made a statement that they are too busy and as part of our organization we should go ahead and take them into our organization, so we decided to form an organization.

A group of 15 people, I would say, about twice a month, every other week. When these people met they came to the conclusion that this could not last any longer, that they must come out in public and begin to organize, so one [fol. 266] day they decide—

Q. May I interrupt a minute? What do you mean, they must come out in public? What had they been doing?

A. Well, they had been meeting secretly.

Q. Why?

A. They were afraid they would be discharged from the H. J. Heinz Company the minute somebody finds out they are a member of some organization.

Mr. Reed: I move that this answer be stricken as hearsay and not involved in this case at all. There is an organization. Its existence is not denied. It is recognized, and has had an election, and is bargaining with the company, so that all this is ancient history, and has nothing to do with the present controversy.

Mr. Kleeb: On the contrary, I believe it is necessary to this case to show the general and brief history of the origin of this local so we can get an understanding for future development.

Trial Examiner Walsh: Do you wish an exception on that, Mr. Reed?

Mr. Reed: Yes. May we not have an understanding that there will be an exception without specially asking it in each case?

Mr. Kleeb: I think that is very wise.

Trial Examiner Walsh: Yes, that will be understood.

By Mr. Kleeb:

Q. Continue.

A. So this group of 15 people decide they was going to call a meeting on James Street. I think it's the German Club, called Social Lyceum or Socialist Lyceum.

Q. When was this meeting?

A. I couldn't recall the dates. It is hard for me to remember the dates.

Trial Examiner Walsh: Have you mentioned a year in connection with this?

The Witness: Yes, this was all during this particular year.

A. So this group of people went into the factory and after these people were through working they stopped them at the corners and asked them if they would come to the meeting, that there was going to be a meeting held for these people to begin this set-up, to set up a permanent organization at the H. J. Heinz Company.

So that at this particular meeting I would say there was [fol. 267] about 87 employees present, and they asked me if I would come there and speak, and I spoke again on the

question that if these people wanted an organization that we could give them the organization under the American Federation of Labor, which would be chartered—The charter would be issued from our International because our International is practically the industrial organization for the past 40 years, so these people decided they will send for a charter. They automatically filled out the application and beginning to come out in the open, advertised their meetings by leaflets and so forth. The place at James Street was small so they had to go into the Little Bohemian Hall that's on 22 Voskamp Street. And then from there, the place was also small, and they had to move in Javor Hall on Canal Street, and from Javor Hall they moved into the 1000 Vinial Street. That is also a Bohemian hall, but they are holding their meetings there at the present time every first and third Friday of each month.

By Mr. Kleeb:

Q. Mr. Kracik, did you ever approach any official of the company with reference to this organization?

A. Yes, I did.

Q. Can you recall about when—about what month or what time you did, and who you approached?

A. It was on Friday—the strike took place on Monday, and Friday before the strike I approached Mr. Riley and he had some man with him, I can't just recall the name, and I called him up and asked him for an appointment, and at that particular appointment I presented the contract which was drawn up by the H. J. Heinz Company employees and adopted by them, to have it ready for presentation on that particular Friday and give them to Monday to begin to negotiate on this particular contract. It was called "Agreement Memorandum".

Q. Pardon me a moment.

(Thereupon the document above referred to was marked as Board's Exhibit No. 6 for identification.)

By Mr. Kleeb:

Q. Do you recall the date of the strike to which you refer? [fol. 268] A. Yes. I think it was May the 24th.

Q. That was a Monday?

A. That was on Monday.

Q. And when was it you say you went to see Mr. Riley?



A. On Friday.

Q. Prior to May the 24th?

A. Yes.

Q. I show you Board's exhibit 6 for identification. Will you look at it and state what it is, please (handing document to witness)?

A. Yes.

Q. What is it?

A. This was this memorandum that was presented to Mr. Riley.

Q. By you?

A. By me and Mr. Tasker.

Q. Who is Mr. Tasker?

A. Mr. Tasker is the local business agent for the Local 325.

Q. His name is Anthony Tasker?

A. Anthony Tasker.

Q. Was it on this Friday that you refer to that you presented this agreement?

A. Right.

Q. State whether or not you left the agreement with Mr. Riley.

A. I left that agreement there with Mr. Riley and asked him if he would give us time on Friday—rather, on Monday afternoon at two o'clock—for negotiation, and he agreed at that time for that negotiation.

Mr. Kleeb: I wish at this time to offer Board's exhibit No. 6 in evidence.

Mr. Reed: This is objected to as incompetent, not relevant. It is no contract that was ever entered into. It has nothing to do with the present controversy, which is about negotiations that occurred later, and about the failure to enter into a written contract. This preceded the strike. It was never agreed to by the company. It has no relation to the case at all.

Mr. Kleeb: I admit it was never agreed to by the company, but I think it is relevant to show the fact that this union did approach the company for the purposes of bargaining prior to the strike and to show the chronological [fol. 269] series of events which occurred in the history of this union.

Trial Examiner Walsh: May I see it, please?

(The document was handed to the Trial Examiner.)

Trial Examiner Walsh: What period of time did this precede the strike?

Mr. Bostwick: Three days.

Mr. Kleeb: May 21st. It was Monday, May 24th.

Trial Examiner Walsh: Objection overruled.

(The document heretofore marked "Board's Exhibit No. 6" for identification, was received in evidence.)

By Mr. Kleeb:

Q. To your knowledge, had any official or representative of the union been to see anybody from the company prior to your visit to Mr. Riley?

A. Yes, Mr. Call, Robert Call, C-a-l-l. He made an appointment with Mr. Riley.

Q. Prior to that?

A. Uh-huh.

Q. And to your knowledge, he did go and see Mr. Riley?

A. Yes, he did.

Q. Do you know if he had any document, agreement, or any such thing with him when he went?

A. He had some document, but what was this all about, I don't know, because I was transferred out of the city of Pittsburgh.

Q. Did you meet with Mr. Riley at 2 o'clock, Monday afternoon, May 24th, this year?

A. Yes, I did.

Q. Was Mr. Tasker with you?

A. Mr. Tasker was there.

Q. Anyone else?

A. Mr. Novak.

Q. What is his first name?

A. Frank.

Q. And who is he?

A. He is the president of the Local No. 325.

Q. Was anyone else with you from the union?

A. And there was about five or six other representatives, which I can't recall their names. I can recall one girl in particular, Mildred Novak.

Q. What was this group, a committee of the union?

A. That was a committee, that is elected by the Body to [fol. 270] negotiate that contract.

Q. And who was present from the company besides Mr. Riley, if anyone?

A. There was somebody—I can't recall the name of that person.

Q. Is the Mr. Riley to whom you refer the Mr. Riley who was on the stand a little while ago as a witness?

A. Yes.

Q. Now, will you please state, Mr. Kracik, exactly what happened or took place at this conference at 2 o'clock Monday afternoon, May 24th?

A. Well, that afternoon when we met, Mr. Riley and his secretary, or whoever that was—I called him the secretary because he was the person that was taking a certain amount of minutes down—we met them in the Auditorium Building and we sit down, and I got my contract, and Mr. Riley didn't have his contract.

And I asked them if they are ready to negotiate on a contract. Mr. Riley said to me, "Who are you?" I says, "Mr. Riley, I am sorry that you don't know me, but we met each other before already; and I am the representative of this local union, and I came here to bargain on a contract for these employees." And he says, "Who do you represent?" I said, "The majority of your employees." "Well," he says, "how do I know that that is the majority?" "Well," I says, "Mr. Riley, we are here to represent the majority because we have the majority of these people signed on the application, paying the dues, initiations, and we do feel that we have the majority."

Well, he still made his statement, and he still was under the impression that we must prove it to him that we do have the majority. So even this girl, Mildred Novak, she says, "Well, let's go down and count the applications upside down to prove it to you that we do have the majority." Mr. Riley stated that, "I am not interested how to prove it, how are you people going to prove it, that is your fight, and not mine. All I want to know, that if you people have the majority, and you got to prove it to me."

Well, I asked Mr. Riley, because he was sort of a little sore there—he got up and he says that if we prove it to him, we might get along, but he says the association has been there, and the association also claims that they have [fol. 271] the majority. "Well," I says, that if he wants to prove that, we might prove it to him, and if it is our fight, we going to carry that fight on."

"Well, Mr. Riley just joked over the top of it, and we just picked ourselves up and went back to the office, because

there was no understanding between us or the company, and this committee had the authority of calling a strike if the negotiation was broken up.

Q. From whom did they receive that authority?

A. From the body of the men and women that belonged to the organization. But we felt that this was not proper to call a strike without notifying the company, and we went back to the office and decided, and says that we going to call the company together once more, and if there is no decision given to us by the company, that automatically the strike goes in effect on the following Thursday. But that evening was a membership meeting, which when the committee and myself made an appeal to these people to postpone the question of the strike until Thursday, the people got in an uproar and demanded a strike automatically which the strike was declared at 10 o'clock that particular Monday, I think November—rather, May the 24th, and from there on we didn't meet the company until a few days later at the Mayor's office to come to some kind of an agreement on his petition for election.

Q. Now, Mr. Kracik, that strike was in effect approximately how long?

A. Around 3 weeks.

Q. And if you know, was the production of the Pittsburgh plant shut down?

A. Yes.

Q. For that time?

A. Yes.

Mr. Kleeb: Cross examine.

Cross-examination.

- By Mr. Reed:

Q. You had never worked for the Heinz Company, had you?

A. Never did.

Q. And you were a stranger to Mr. Riley until you began your meeting with him, so far as you know?

A. Yes, I was.

Q. So you went to him on a Friday and handed him a contract which you had already prepared; did you?

A. I didn't prepare the contract.



[fol. 272] Q. Well, you had one that he hadn't seen prior to that, had you?

A. No, that Friday he got the contract—

Q. At what time was that on Friday?

A. I think it was in the morning.

Q. In the morning. And you gave him until Monday?

A. Right.

Q. You called the strike, and it went into effect Monday without any prior notice?

Mr. Kleeb: I object. I object to the question. The witness didn't call the strike.

Mr. Reed: Well, somebody called the strike.

Mr. Kleeb: Well, the question was, "You called the strike?"

Mr. Reed: Well, the organization called the strike that went into effect Monday, did it not?

A. Beg your pardon. Our organization doesn't have any right to call any strike, or any official doesn't have any right to call a strike. It must be taken by the majority of the people from that respective local.

By Mr. Reed:

Q. Well, that didn't answer my question. Did the organization put into effect a strike on Monday?

A. The strike was adopted by the people themselves, and our organization sanctioned that strike.

Q. And that was the Monday following the Friday you handed him the contract?

A. Right.

Q. That was three days after your first acquaintance with Mr. Riley?

A. Right.

Q. (And at the first meeting, he told you that the other organization, that is, the Heinz Employees Association, claimed also to have a majority; is that right?

A. No. He asked—he told me this at the second meeting when we begin—when we wanted to negotiate on the contract.

Q. That is on Monday?

A. Yes.

Q. He told you of the other organization, the Heinz Employees Association?

A. Yes.

Q. And that they also claimed to have a majority?

A. Yes.

[fol. 273] Q. And he asked you to show that you had a majority?

A. Yes.

Q. Which you refused to do?

A. I did not refuse to do it.

Q. Well, you did not do it; did you?

A. I asked Mr. Riley to give me a suggestion how to do this thing.

Q. Well, did you make any suggestion as to how to show you had the majority?

A. No.

Q. How many people?

A. I referred to the National Labor Relations Board.

Q. Oh, you referred to the National Labor Relations Board? What did it have to do with it at that time?

A. Well, we felt that the National Labor Relations Board at that particular time would be in a position, if we gave them our applications, and the association gives them their applications, from these applications, the National Relations Board could probably give a decision who is the regular bargaining agent for that particular group of people.

Q. Did you make that suggestion at the meeting on Monday?

A. Yes. I called Mr. Dunbar, and Mr. Dunbar says that he will talk to Mr. Riley, which I think that he did at that particular time.

Q. I didn't ask you that. Did you make the suggestion to Mr. Riley at that meeting?

A. No, I did not.

Q. You did not. So there was no way proposed by you to the Heinz Company to determine who had a majority in that meeting on Monday; was there?

A. Yes, there was.

Q. Well, now, what was it?

A. I stated, and I didn't want to leave the room until Mr. Riley give us some suggestions how do we prove it to him that we have the majority.

Q. I didn't ask you that. Will you please listen to the question and then answer it if you can?

A. Yes, I will.

Q. Did you make any suggestion to Mr. Riley in that

meeting on Monday as to any way that you could establish that your union had a majority?

[fol. 274] A. I did not, but my people done it.

Q. Well, now, who done it?

A. A girl by the name of Novak.

Q. What did she say?

A. She proposed that the applications should be counted upside down so the names wouldn't be exposed in front of Mr. Riley.

Q. Did anybody object to that?

A. Mr. Riley says, "It is not—I am not interested how you going to prove it to me as long as you will prove it to me."

Q. All right. Then he agreed to it, then?

A. He did not.

Q. Well, he said he didn't care how you did it as long as you proved it?

A. He didn't tell this girl to bring the applications.

Q. Oh, you were expecting him to ask you to bring them in to count them?

A. That is right; that is correct.

Q. And when he didn't make that suggestion, you didn't make it either?

A. No, I did not.

Q. And so you shut the plant down on Monday?

A. I didn't shut the plant down.

Q. Well, the union did, didn't it?

A. The organization did, the people themselves.

Q. Yes. Well, you are speaking for them, are you not?

A. That is right.

Q. Yes. And the company made no effort to operate the plant during the strike?

A. Yes, they did.

Q. When?

A. From the beginning. They blew a whistle, and they had an amplifying system there to call these employees to work, that their jobs are secure, and that nobody has any right to harm them if they will come back on their jobs.

Q. Well, there was no operation in the plant?

A. There was no operation.

Q. How long was it shut down?

A. About three weeks.

Q. About how many people were at the meeting the night you voted on the strike?

A. The hall will hold about 500 feet. There were 300 [fol. 275] there, and I would say about 700 people on the outside, which was listening through the amplifying system.

Q. You took a vote of those people?

A. Yes.

Q. Do you know what the result of the vote was?

A. Yes.

Q. How many voted for a strike?

A. Everyone, unanimously.

Q. And they were all Heinz employees, were they?

A. Yes.

Q. You knew that, did you?

A. Yes.

Q. Weren't the people from the Pittsburgh Provision Packing or other companies?

A. No.

Q. Did you give any notice to the employees that you were going to take a vote on a strike that night?

A. No. The employees?

Q. Yes.

A. No, I did not.

Q. So they did not come to the meeting knowing that they were going to vote on a strike?

A. They come to the meeting to get some results to hear the results of this particular negotiation which was took place that Monday afternoon.

Q. They didn't know they were going to vote on the strike?

A. No.

Mr. Reed: That is all.

Redirect examination.

By Mr. Kleeb:

Q. Do you recall during what month of this year the first public meeting of the Local Union was held?

A. I think it was in April.

Q. And prior thereto the meetings were not public?

A. No.

Q. By the way, how was that first meeting in April advertised?

A. Well, we called it the grapevine system; that is, going by mouth from mouth to mouth advertising, sort of.



Mr. Kleebe: I wish to call the Trial Examiner's attention [fol. 276] to the charge attached to the complaint charging the company with violating Section 8, sub-sections 1 and 2, having been filed by Frank Kracik on the 27th of May, 1937. I am merely pointing that date out for future development of the case.

That is all, Mr. Kracik.

Recross-examination.

By Mr. Reed:

Q. The strike was already in force, wasn't it, on the 27th of May?

A. Yes.

Q. So that this complaint that you filed with the Labor Board was after the strike was in force?

A. No, it was before.

Q. The 27th of May?

A. They wouldn't accept it. They claimed that until this Heinz Association will come in full force, then the charges is going to come up.

Q. Well, do you say that this is not the date of your complaint, the 27th of May?

A. Yes, sir, that was.

Q. That was after the strike started?

A. Yes, but the petition—I made that petition about three weeks before the strike.

Q. You mean you brought it up?

A. I was with the National Labor Relations Board, and I brought it up.

Q. You talked to them before the strike?

A. Yes, sir.

Q. You mean you signed the complaint before the strike?

A. No, I did not.

Q. Did you tell the company anything about your having been to the Labor Board?

A. I did not.

Q. Was the Labor Board holding that in reserve?

A. Yes.

Q. Did they tell you to say nothing about the complaint?

A. The Labor Board says there isn't enough, sufficient—not enough proof to give me a right to sign a petition.

Q. Well, then, did you sign it or didn't you sign it?

A. I did not sign that.

[fol. 277] Q. Then you did sign it on the 27th, is that right?

A. Right.

Q. All you mean is that you had gotten it up before that but you didn't sign it before the 27th?

A. I did sign the 27th, but not before that.

Q. All right. Did Mr. Dunbar, the Labor Director, regional labor director, suggest an election to you before the strike was called?

A. No, he did not.

Q. You had no thought of that when you talked to Mr. Riley?

A. Yes, I did.

Q. Well, why didn't you suggest it to him?

A. Why didn't Mr. Riley suggest to us?

Q. I see. But he hadn't talked to the National Labor Board. You had been talking to them, hadn't you? You were the one that had been talking to the Labor Board?

A. That is right. But we came there, and if Mr. Riley would have made a suggestion, I was man enough to adopt and take any suggestion whatsoever, but Mr. Riley made a statement that that is not his fight, it is our fight, and we felt that if it was our fight, that we are going to fight it through.

Mr. Reed: That is all.

Redirect examination.

By Mr. Kleeb:

Q. To clear this up, did you not file a petition for certification of your organization as the bargaining agency before the strike?

A. Yes.

Q. A petition?

A. Yes, a petition.

Q. But the charge charging the company with violating the Section 8, sub-section 2 of the Act, involving inside or company unions was filed May the 27th?

A. That was filed after the strike.

Q. State whether or not you were willing to have an election with just your local on the ballot?

A. Yes, just our local on the ballot, correct.

Q. And you were willing to do that after you filed the petition with the Labor Board?

A. Right.

Q. Why did you not wish to consent to an election with [fol. 278] the Association also on the ballot?

A. Because I felt that that was a company union, and I made a statement that our organization will not go on a ballot with the company union because we are an organization that is affiliated with the A. F. of L.

Q. And it was following the strike that you filed this charge with the Labor Board that the Heinz Employees Association was a company union?

A. That is right.

Q. One other question. That petition was withdrawn, was it not, after the election?

A. That was withdrawn.

Q. After the election?

A. No, that petition we decided we draw this petition if the company is going to give us some kind of a statement when we should go into the negotiation after the election, and the minute the strike was over, the petition was withdrawn.

Q. Well, I mean it was after the election?

A. Yes, after the election; that is correct.

Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: Frank Novak.

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**Frank Novak**, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. Frank Novak.

Q. Where do you live?

A. 862 Springarden Avenue, north side, Pittsburgh.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. Yes.

Q. How long have you been employed there?

A. The last—I was there twice, the last time four and a half years.

Q. In what department did you work at the plant in the spring of this year?

A. The cooperage department.

Q. What do you do now?

A. Millwright.

[fol. 279] Q. Were you active in the local union from the beginning, from the very beginning of it?

A. Not from January, but I was from April.

Q. Can you state about when you first got interested in the A. F. of L. local?

A. Around the 12th, 14th or 15th of April.

Q. Why did you become interested at that time?

A. Well, I was interested because we felt that—I felt that—

Q. Why?

A. —that the Heinz inside employees were pretty well needed for a union in there, so I says to myself, "Well, somebody has to get up there and have a little nerve and do go out and get the people together."

Q. Were you an active member?

A. Yes.

Q. Have you been active since you joined?

A. Yes.

Q. Did you actively solicit members to the union?

A. For us, yes.

Q. How would you go about soliciting members as a general practice?

A. As a general practice, I would go, and I would talk to them in the noon hour or before working hours, before working times or after working times.

Q. Where would you solicit at the noon hour? Where?

A. At the dining room of H. J. Heinz Company, service building.

Q. How would you do it?

A. I talked to them at first, and then I would assure them that this is a real union, and I would first—at first they would all give me a talk, and says, "Well, this is—I can't go with you because I am afraid I might lose the job or some boss would come across—"and say—always afraid even to



talk to me at the time. So I had to assure them at first give them a statement and talk to them that there is nothing to be afraid of us, that the Wagner Act is in back of us at the present time.

Q. The what?

A. The Wagner Act. So I assured them always that way, and that is the way, and if they wanted to sign, I gave them one of those applications. If they wanted to sign, it is all right. "So I give it to you next day or a couple of days [fol. 280] later." I did not tell them to go ahead and sign right then.

Q. Do you recall anything unusual happening at the noon hour on or about Thursday, April 15th, of this year?

A. Thursday, April the 15th? Yes. I was going in the noon hour around the dining room from table to table, where I seen my friends, and I talked to them, and Mr. Hargraves and Mr. Dietz, another employee, Dietz.

Q. Dietz?

A. Dietz.

Q. Is that D-i-e-t-z?

A. And a few other foremans get in a bunch, and they were following me around wherever I went, what table I went from table to table.

Q. Who is Mr. Dietz?

A. He is an old employee that I remember, just an employee for the H. J. Heinz Company, and he takes care of, I think it is the cleaning and janitors and so forth.

Q. In charge of the janitresses?

A. That is right.

Q. And who is Mr. Hargraves?

A. That is what they call—I believe they call him a good-will man, and some call him different names. I don't know what he is. A good-will man, I think they call him.

Q. What were they doing at the noon hour?

A. They were following me around. The people were pointing at me while I was talking to them, my friends. They said, "Hey, don't talk to me; there is Mr. Hargraves and Dietz and other foremans. They are waching." Says, "I don't want to be seen talking with you. I might get fired."

Q. Did any of these gentlemen say anything to you?

A. They did not say at the present—at that time.

Q. Was there a union meeting that night?

A. Yes.

Q. State whether or not that was the first public meeting of the Union?

A. It was sort of public from like we would say the grape-vine system, at James Street, north side, was the first one.

Q. That is where it was held?

A. That is right.

Q. Who was in charge of that meeting?

[fol. 281] A. I was in charge. I was in charge.

Q. Did anything unusual happen the next day at work, Mr. Novak, to you?

A. Not the next day. The next day was Friday, it was not, but on Monday it was.

Q. What happened on Monday? You mean the Monday following the meeting?

A. That is right.

Q. State what happened?

A. On Monday, at 1 o'clock, Mr. Hayes comes down to the cooperage department.

Q. Who is Mr. Hayes?

A. He is—I believe he is assistant superintendent of the company.

Q. Go ahead.

A. And he come down, and he says, "Frank, Mr. Heinrich, the superintendent, wants to see you." So I followed him and walked up there, and as I come into the office, I seen inside Mr. Koerher, a stockholder of the company.

Q. Who else?

A. Miss Weisman, Lillian Weisman.

Q. And who is Lillian Weisman?

A. She is a sort of superintendent of the ladies of the company. And Mr. Freddy Heinz.

Q. Was Mr. Heinrich there?

A. Heinrich. Mr. Heinrich, pardon me. That is right.

Q. Who is Fred Heinz, if you know?

A. Well, at that time, I don't know exactly. He called himself a stockholder, too. They all admitted they was stockholders, Mr. Heinrich, Mr. Heinz, and Mr. Koerher.

Q. Do you know, is Fred Heinz related to the Heinzes who own the company?

A. Yes, sir.

Q. Do you know what relation?

A. I would say he is a nephew to the Heinzes.

Q. A nephew to Howard Heinz?

A. Yes.

Q. Who is John Kerr at the plant?

A. He is—we call him the big boss of the mixed pickle department.

Q. I believe you stated Lillian Weisman was in charge [fol. 282] of the girls?

A. In charge of the girls.

Q. And Mr. Heinrich is what?

A. The superintendent of the plant.

Q. Of the entire Pittsburgh plant?

A. The entire Pittsburgh plant.

Q. Did you leave your work to attend this meeting, this conference?

A. Yes, I left my work.

Q. Now, will you please relate or tell us, Mr. Novak, in your own words, all that was said and all that took place at this meeting in Mr. Heinrich's office?

A. First, as I come in, Mr. Heinrich was the speaker. He was asking me why—First they wanted to find out why I wasn't at the meeting that Thursday night on the 15th of April, and wanted to find out if I was the leader of the plant. They want me to admit it. I did not tell them at that time that I was the leader, because I was afraid I might get laid off on account of it myself. So I answered the questions he asked me, and he asked me, "Frank didn't we treat you right? Didn't we give you the job back when you needed it?"

I says, "Yes, but you needed the coopers, too."

And I brought up the ideas of the thing that happened, that they done to me. I says, "They laid me off, they gave me a nice wedding present, two weeks off for a wedding, and because I took two extra tickets for a show." They was giving free tickets to the show, for the Heinz auditorium. They have—The company has the own auditorium, and they have shows in there. They was giving tickets away to the employees. Everybody was allowed to get two of them, and I did not know, so I took two more. And then I denied that I took two extra, because I was afraid that—Mr. Hargraves was there, and he says he wanted the two tickets back. It happened about November of last year.

So I says I can't possibly give him the tickets back, because I give it to another fellow wanted to take his two kids along to the show, and his wife. So I sacrificed myself for them, then that fellow would get fired for it. That is the

way we all have the feeling in the plant, that if we admit something or we do tell somebody, why, we know that he might get laid off or fired.

Q. Did Fred Heinz have anything to say at this conference?

[fol. 283] A. Yes, Fred Heinz. Yes. Mr. Heinz said, what I mean, I am trying to organize the plant, the Heinz employees? "Aren't they treated well?"

I says, "As far as I know, we are being pushed around pretty well from one department to another, and our wages are low; and the depression times, why, was cutting down as much as 10, 15 per cent" and now they only go up half a cent, two and a half cents, at a time, most of the time.

Well, because we organized, we was getting five cents, and some of them 10 cents, the difference, because of the union.

So we felt that we needed a union inside.

And Mr. Heinz said, "Why do you want to organize?" He says "We can stop the thing." He says, "Mr. Heinz can go to Europe today and shut the plant down for the next four years, and what are you going to do then?"

I says, "Well, we still have the Government to protect us, anyway." That is all I said to him.

And Mr. Heinrich, then, he said, "Frank, why don't you think of the times when you really needed the job and I gave it to you back? You know, if you are not satisfied with this job, I will give you a better job.

I says—He says, "Why don't you ask for something?"

I says, "Well, I wanted to get a millwright job for a good many years, and I could never get it." It was about eight years that I tried to get a job in there before I even quit in 1929.

So he says, "Well, a millwright job—I think we need one right now." He did not tell me that before, that they need men, in eight years. And so he says, "Well, Frank, we will see you tomorrow. We will see overnight. We will see that Mr. Simpson, the foreman of the mechanical department, if he really needs one, and we will give you that job. But what about if you go and take a job at the boiler room? That is a good paying job. If not that, what about back to the cooper shop, take a foreman's job? Charlie Schwartz, he is the foreman of the cooperage department." And he says "You can take his job, if you want it." And he told Mr. Koehrer, he says, "Mr. Koehrer, well, what about it? Give



him the job, let him see if he wants the job, see how he is going to do it." That is about 95, 90, 95 cents job. That [fol. 284] would mean an increase of about 30 cents to my hourly wage.

So, well, I says, "No, I don't want that job, because you have to be a pretty good drinker, like Mr. Charlie Schwartz is, to have that job. I don't drink, I don't smoke, and I don't chew, so I feel it would be a physic," and that is the reason I really didn't want that.

He says, "All right, we will see you tomorrow morning—see if we have a job for you in the millwright department."

Q. Then did you leave the conference?

A. Then Mr. Heinrich said, "Well, Frank, it is five to 5:00 now. It is a pretty long time we have been talking to you, for four hours, and I don't know if this is going to do us any good, do you any good or do us any good talking so long. And we feel that we want you to do the right thing. We will promise you to do the right thing, and you do the right thing." So I says, "Well, I have to go back to the department to ring my card up." So I went home then, and I rang my card out.

Q. As you were leaving, did Heinrich say anything to you about the conference, whether you should say anything about it or not?

A. To the employees?

Q. Yes.

A. Well, not exactly that way. He said—

Q. What did he say?

A. I could read between the lines.

Q. What did he say?

A. He wanted to say not to talk to the employees or to keep quiet.

Q. Did you lose any of your pay for being in conference four hours and not working that day?

A. I did not.

Q. You say this occurred on Monday?

A. Monday.

Q. Did you report for work Tuesday morning?

A. Yes, sir.

Q. What time?

A. About a quarter to 8:00.

Q. Did anything out of the ordinary occur at that time?

A. Yes. I come into the time office, and Mr. Hayes was standing there, the assistant superintendent. He says,

"Mr. Heinrich wants to see you again." So I went up to Mr. Heinrich's office.

[fol. 285] Q. Who was there?

A. I got in there. There was Mr. Simpson, the foreman of the mechanical department.

Q. Is he in charge of the millwrights?

A. Millwrights, right.

Q. And was Mr. Heinrich there?

A. Yes. Well—

Q. Anyone else?

A. No, that was all.

Q. Please relate what happened that time?

A. As I come in, Mr. Heinrich says, "Frank, we have a job for you right now." And I sort of looked funny at him. He says, "We got a job for you in the millwright department. We have an opening right now. We need that job bad—we need a man there." And I sort of looked at him, I says, "It is funny you couldn't find an opening for me for eight years and now you can find it over night." Well, that is the way I felt, that he wants to make me to stop the talking to the people around, and make me feel that I shouldn't get the members for our union and see if they want to buy me in some way. And I did not look at him. I just said, "All right." They were talking to me for about an hour there. Nine o'clock Mr. Simpson took me up to the millwright department.

Q. Did you take the job?

A. Yes.

Q. When did you start to work on the job as millwright?

A. That was the next day. That was on the 20th of April around 9 o'clock I started to work. I was working there for about an hour.

Q. Did you work the same day you talked to Simpson and Heinrich or the next day?

A. The same day I was talking to Mr. Simpson and Heinrich in the office.

Q. The same day this conference you are just talking about was held?

A. That is right.

Q. How long were you with Heinrich and Simpson that morning, talking, about how long?

A. Well, the first I was talking, it was about 9 o'clock, from 8 to 9, quarter to 8:00 to 9 o'clock, and then I went with Mr. Simpson to the department. He showed me what to do,

and Mr. Mushka, a fellow in charge of that place, millwright.  
[fol. 286] Q. Did you get any increase in wages because of this change?

A. Yes.

Q. How much?

A. I got five cents.

Q. Did you again talk to Mr. Heinrich?

Trial Examiner Walsh: How much of an increase did you say?

The Witness: Five cents.

Mr. Kleeb: Sorry.

By Mr. Kleeb:

Q. Did you again talk to Mr. Heinrich on that same day?

A. Yes, I did.

Q. Will you state when and what?

A. Mr. Heinrich come up to the millwright department about 10 o'clock that morning. He left me working there for about one hour, and then about 10 o'clock, he come up and asked me—first he was talking to a fellow named Art Ramick, and he says to him—

Q. Did you hear what he said to him?

A. He talked to him about the union or something that I couldn't get the idea what he was saying.

Q. Well, then, tell us what he said?

A. He come over to me.

Q. In front of you?

A. He sort of raised heck with me why that I was preaching around that he wanted to buy me. I says, "I did not preach to anybody. I did not say to anybody that Mr. Heinrich was to buy me at that time." And so we talked. He talked to me, "Frank, why, when I talked I thought you was an honest man and you speak what you are told to do the right thing." And so Mr. Heinrich—we got into an argument, we went back and forth. Anyway, we sort of raised our voices a little higher, and about 20 men was looking around to us and wondering what was going to start, when we going to start with our fists. Well, we did not, I know when I am right.

Q. Was Heinrich mad or was he smiling when he was talking to you?

A. He was mad.

Q. What did you understand he meant by you doing the right thing?

Mr. Reed: That is objected to as not material. It doesn't make any difference what he thought- it meant.

Mr. Kleebl: I think this witness should be permitted to state the impression he received.

[fol. 287] Mr. Reed: You don't testify to impressions. You testify to what is said and done.

Trial Examiner Walsh: Will you reframe your question? The objection is sustained.

By Mr. Kleebl:

Q. When was the second public meeting of your Local No. 325?

A. About a week later at the little Bohemian Hall on Voscamp Street.

Q. That would be April 22, a week later?

A. A week later.

Q. Do you know when there was the first meeting of any kind involving the Heinz Employees Association?

A. Yes.

Q. When?

A. It was the first part of May, or the first week in May in a little church on the corner of High and Alerway, and I was just coming home from work that day, and I walked into—I seen a bunch of fellows, Heinz Employees in the doorway, and I said, "What is going on?" Well, they sort of looked at me; they didn't let me know.

Q. Did you know of that meeting before?

A. I did not.

Q. Did you get in?

A. Yes, I seen it, and I walked in.

Q. Who was handling the meeting? Who was in charge of it?

A. I. C. Bennett. They call him assistant foreman from the can making department, and attorney McDonald, Lawyer McDonald, if you want to call him, McDonald, that is all I know is the name, the fellow that was at the election with us.

Well, as I come in there, there was a good many foremans, time keepers, and foreladies sitting inside the place. And then so—

Q. Can you name, if you know, if you knew any of them? Can you name any of the bosses that you saw?

A. One right in front of me was Mr. Hargraves, the goodwill man, and then the timekeeper, Lillian Thompson from



the preserve department, and the timekeeper from the garage, Tony Huner they call him, and a good many others, but I could not—I know them from the back, see them. [fol. 288] They were the foreladies and foremans were talking in there with a bunch of the rest of the workers.

Q. Who was the door man?

A. It was Joe Greenier.

Q. What job does he have in the plant, do you know?

A. Sort of assistant foreman of the branch house stock.

Q. Was Charles Hibner there?

A. Right, Charlie Hibner, too.

Q. And who was Charles Hibner?

A. Charlie Hibner was another, we will say, a foreman of the mixed pickle department.

Q. Who spoke, if anyone, to the assembled group?

A. Just as I come in there, why, Bennett, I. C. Bennett, spoke. He sort of poked the fellow in the ribs—that was McDonald—and says to announce again that they—I could read what he meant, when he said to him, "Here is the leader from the organization." So he poked him in the ribs, and made him to announce what this meeting was for, and who was calling it.

So McDonald says this, "I want you to understand it again, that this is the Heinz Employees Association, and is not a company union, but is a independent union."

Q. Did Attorney McDonald speak?

A. Yes, sir, he said that.

Q. He made that statement?

A. That is right.

Q. What else took place at the meeting that you recall? Will you please relate it?

A. Well, I went up. I asked that to him, I says, "Isn't that a company union?" and he says, "I just made you a statement right here that that isn't. The Heinz Employees Association is not a company union." I says, "Well, what is this foremens doing in front of me, if they are not, and what have they got to do with it?" And so they sort of didn't want to talk no more to me. And they was nominating some officers in there that they want to make, or representatives of the department, was pointing them out which one was going to be.

So then again I want to get in it; I want to speak, and he wouldn't let me speak. And I was asking a couple of more questions. So the first thing, you know they said that

I was agitating in there, that they didn't want me, but I [fol. 289] wanted to speak, I wanted to ask some questions. So he sort of hit him again in the ribs, and he said to I. C. Bennett, and he says, "The meeting is adjourned."

You will pardon me. Just before that yet was Mr. Hargraves, as I was trying to ask a question he says—he says, "If everybody had my opinion, I would have this man throwed out."

Q. Hargraves said that?

A. Mr. Hargraves said that right in the front. He was standing in the front of me.

Q. And then the meeting broke up?

A. The meeting broke up. We all went out.

Q. Do you remember when the next public meeting of local No. 325 was held?

A. The next public meeting, that was at Jarvis Hall, North Canal Street.

Q. Do you remember when?

A. There was—we usually held them every week, every Thursday. That was the third meeting.

Q. Do you recall when the next meeting of the Heinz Employees Association was held after this one at the church?

A. Yes. There was one at the Carnegie Music Hall.

Q. Do you recall the date?

A. The date? Some part of the middle of May.

Q. Was it on or about May 11?

A. Yes, about that time, May 11th, middle part of May.

Q. Where is the Carnegie Music Hall?

A. On the north side, East Ohio Street.

Q. Were you present?

A. Yes.

Q. Does that hall have a stage? Is there a stage up in front of the hall?

A. Yes.

Q. Who was on the stage in charge of the meeting?

A. I. C. Bennett, and McDonald was the speakers.

Q. Was John Ubrey there?

A. John Ubrey.

Q. Was William Ubrey there?

A. William. I believe it is Buck Ubrey they call him.

Q. Buck Ubrey?

A. That is right.

Q. Was Frank Kirschner there?

A. Frank Kirschner.

[fol. 290] Q. Was Edward Kranz there?

A. That is right, Edward Kranz.

Q. Is Kranz his right name, his right last name, is you know?

A. No, Grznkowski, something like that.

A. That is right, Edward Kranz.

Q. Is Kranz his real name, or last name, do you know?

A. Grznkowski, or something like that.

Q. This Edward Grznkowski goes by the name of Kranz, however, does he not?

A. That's right. That's all we know him in the factory as.

Q. Who is—And you say Attorney McDonald was on the stage?

A. That's right.

Q. Was there anyone there taking notes of the minutes?

A. Yes, there was a girl from one department who was taking the minutes down of the meeting.

Q. Who addressed the meeting?

A. I. C. Bennett started to address, and then Mr. McDonald was giving the outline of the whole meeting, of how the union should be organized and how they should get members, and the rest of it.

Q. Did you observe people in general who attended that meeting? Did you get a look at them, people who were there?

A. Yes.

Q. Did you observe what kind of workers of the plant made up most of the people in attendance?

A. The kind of people that was most there, I hardly recognize them, because they don't work with me, they work around the plant. I could recognize from the street, in front of the Heinz plant, they were all Heinz office workers.

Q. Will you please relate briefly what took place at that meeting?

A. Yes. We were—We had pickets in the front before that. We wore signs, and we know that there was a company union, so we had signs and parading back and forth. As the meeting start we walked in and then the question was from the audience, people, some of the people; anyway, from the audience, and asking questions of Mr. McDonald, and Mr. McDonald couldn't answer them, so they wanted [fol. 291] to make it quiet and they wanted to—Well, the fellows were trying to get the answers from the questions.

The first thing we know the fellows got angry because Mr. McDonald wouldn't answer the questions, so a fellow called—Mr. Bennett went out the door and got a policeman and told the policeman this man was agitating and to have him arrested, so he took the fellow out. The policeman took this fellow out. His name was Frank Koontz.

And after he was taking him out, well, we felt we all go out, we would see who going along, whoever it will be. So I was walking up the middle aisle, and I came up to the end of the aisle, and I asked the policeman there myself, "Why are you taking him out?" The policeman didn't say nothing, just grabbed me by the shoulders and want to take me along, but he didn't succeed in taking me along, but I walked after him, because I was too big to him, and we walked after him and went to the police station and he was arrested.

Q. Mr. Novak, state whether or not it was the practice of the Heinz Company at the Pittsburgh plant to give its employees free moving pictures and social events and things of that sort.

A. Yes.

Q. What kind of things had been their practice, what kind of things had they given their employees free of charge?

A. As I remember working there before we did not get any movies or banquets. Banquets, they were given at the 57 Club, they called them, but when they had this new auditorium they cut out the movies; just sometimes they was giving you movies for a while. I don't know why. They said they was complaining, through the movies, the theaters of the city of Pittsburgh, so they wasn't giving us so much for a time. For a while they were giving them twice a week.

Q. Movies?

A. Movies.

Q. Free of charge?

A. Free of charge.

Q. And were there any publications by the company for the employees to read?

A. Yes, they was giving us magazines.

Q. Were they free of charge?

[fol. 292] A. Free of charge.

Q. Plays; they were given for the employees?

A. Yes, they was giving us—They gave us checkers to play with, cards, and pool tables, and things of that sort.



Q. Do you recall the strike that occurred May 24th of this year at the plant?

A. Yes.

Q. Prior to the strike did you observe whether the social activities increased or decreased?

A. Yes, they did.

Q. They did what?

A. We had two days, movies, a week. Towards the last part of the week we had three days and two days program, I mean, music, organ recitals; and pool tables and magazines.

Q. Did you notice that the activities increased after the Heinz Employees Association began, and after it started did you observe that these activities increased?

Mr. Reed: That is objected to as very leading and certainly not material. They surely don't claim that the company showered benefits on these people in favor of one union and against the other. It was open to all of them, wasn't it? All these events were open to everybody, weren't they?

The Witness: Yes, but not as many as before.

Mr. Reed: I don't see the materiality of this kind of testimony.

Mr. Kleeb: I think it is very material, if the Examiner please, to show—Subsequent events will show how this company did favor the association.

Mr. Reed: It didn't favor the association.

Mr. Kleeb: I say, subsequent events will show how this company did favor the association; not only favored it, but promoted, and the fact that the Association started, and the events will show the company, through its officers and agents, promoted it and showered upon these employees, at the same time, these increased social events, certainly indicated the desire of the company to have one organization in preference to another.

Trial Examiner Walsh: Objection overruled.

Mr. Kleeb: Will you read that question?

(Last question read by the Reporter.)

A. They increased, yes.

[fol. 293] Q. Was there any change—Did you observe any change over at the Pittsburgh plant following the Labor Board election June 8, 1937, when the A. F. of L. union won?

Mr. Reed: What kind of a change?

Mr. Kleebe: I haven't finished.

A. Yes.

By Mr. Kleebe:

Q. With reference to these social activities, whether they increased or decreased?

A. No, they stopped the movies, stopped 57 Club. They stopped the pool tables. All they do now—They still have playing cards, and the cards, they don't get no more new cards. When they were out, well that's all.

Q. How do you know that?

A. Because I have played them.

Q. How do you know they are not going to give any more cards?

A. Because they won't give us any new cards.

Q. Do you know that they won't? How do you know that they won't give you any more cards?

A. Because we asked for them.

Q. And you were refused?

A. Refused.

Q. Did the company, through bulletin or otherwise, give you employees or you any notice of why they cut out all this stuff?

A. No.

Q. Did they tell you why?

A. No.

Q. No reason has ever been given?

A. No reason.

Mr. Kleebe: Cross examine.

Cross-examination.

By Mr. Reed:

Q. You are the president, are you, of the Union?

A. Yes.

Q. And you said, I believe, that you presided at the first meeting that was had, that the union had?

Let's refer to your union as the union and the other as the association, and it will make it a little easier to ask questions.

Now, when you went to the office, the day that Mr. Hein-  
[fol. 294] rich wanted to see you, what did he say to you  
when you first went in?

A. He asked me why I went to that meeting last Thursday  
night.

Q. Isn't it a fact that he told you that the girls were com-  
plaining that you annoyed them in the lunch hour and  
harassed them, to try to get them to sign cards?

A. No.

Q. Wasn't that what he told you?

A. No.

Q. He didn't ask about that? Was Miss Weissman there?

A. Yes.

Q. And Fred Heinz and Mr. Heinrich?

A. That's right.

Q. And you say he did not tell you there were complaints  
coming in about your going around and trying to make  
people sign cards?

A. He did not say that.

Q. You never heard that?

A. Never.

Q. You had been going around to try to get the girls to  
sign cards?

A. Yes, sir.

Q. Didn't he tell you he didn't want any trouble amongst  
the employees; whatever was wrong he wanted to know  
about?

A. He didn't say anything about trouble, but he said to  
do the right thing.

Q. He said if there was anything wrong about the plant  
he wanted to know about it, didn't he?

A. Yes. He said, "Come up to our door, they are open."

Q. And then you told him first that you didn't think you  
had been treated right, didn't you?

A. Yes.

Q. Yes. And you thought you ought to have a better job.  
You told him that, didn't you?

A. I didn't say about the better job.

Q. Well, you thought you ought to be transferred to an-  
other department?

A. Not even that.

Q. What did you tell him you thought you ought to have?

A. I shouldn't be shoved around in the department from  
one to another department. That's what you mean.

[fol. 295] Q. You were the one that brought up the question first; you didn't think that you were treated right; weren't you?

A. No, I was not.

Q. You just said that a little while ago in your direct examination.

A. I said for myself.

Q. Yes. And then you told him what you thought was wrong about your own treatment, didn't you? You told him what you thought had been unfair to you?

A. Yes.

Q. About your employment?

A. That's right.

Q. And then is when this discussion came in about these tickets, wasn't it?

A. Tickets?

Q. Yes. You said something about taking two tickets you shouldn't have taken.

A. That's right.

Q. That was something that happened long before?

A. That's right.

Q. But you had been criticized about it, hadn't you?

A. By Heinrich.

Q. Yes. And so you were bringing up to him as a complaint a matter that had happened long before, where you had been criticized, weren't you?

A. After all, we want to get good working conditions; not what happened. We know what happened six to eight years ago.

Q. What I am getting at is this matter of your taking tickets was nothing that happened that day you were talking to Heinrich; that was something that had happened in November before and you had been criticized about it?

A. Yes.

Q. And you brought it up as one of your grievances?

A. Mr. Heinrich brought it up, too.

Q. Who brought it up first? You mean he referred to the fact that you had trouble about those tickets in November, before, isn't that right?

A. We don't know exactly how that is. We got into the hall, arguments about things, how we are treated.

Q. How you were treated?

A. How other employees were treated.



Q. You were principally talking about the things you [fol. 296] thought hadn't been fair to you?

A. Yes, fair to me.

Q. And you said you would like to go into the millwrights' department.

A. I did not say that.

Q. Who said that?

A. Mr. Heinrich asked me, what kind of a job do I want, and he said, "Do you want boiler room or some other job, or a foreman's job?" And I said, "I have machinery and I am interested in a millwright. I have some machineries at home, and if it's all the same I would like to millwright."

Q. You didn't think he was offering you a job as a foreman, did you?

A. Yes, because Mr. Koehrer said that.

Q. Go ahead.

A. So, talking about the job, "Sure," he said, "do you want the job?"

I says to Mr. Koehrer, "How about giving the job to the cooperage department as foreman?"

Q. Foreman?

A. Yes, and Mr. Koehrer said, "It's all right, go ahead." I didn't like to go ahead and stop, because he said something like, "It's Mr. Heinrich's idea."

Q. You were offered this job as a foreman? You could have had that?

A. Could have had that if I wanted it.

Q. But you took the millwright job?

A. Millwright job.

Q. What other job were you offered?

A. Boiler room.

Q. Why didn't you want to take any of these other jobs, foreman or boiler room?

A. I told him I am not a drinker. They drink in the cooperage department. You have to drink. And the boiler room is too dirty, I am not interested in the boiler room. I was interested in a trade job, so I take that.

Q. Why do you have to drink in the cooperage department? The barrels leak?

A. They have drinking foremen.

Q. They have drinking foremen. You turned down the foreman job because you didn't want to drink, and you

turned down the boiler-room job because it was dirty, and you took the millwright.

A. I had to take something.

[fol. 297] Q. Didn't you think you would be criticized for changing your job when you had just become leader of this union?

A. No. The idea was to make me stop—He says, "Do the right thing." He meant, Don't go out and—

Q. "He meant". He didn't say anything of the kind.

A. He said, "Do the right thing."

Q. He didn't say to you not to solicit people for the union or to give up the union or to do a thing did he?

A. Not a—

Q. He gave you a job you wanted because you said you had machinery at home and you were working at that kind of work at home, didn't he?

A. Why didn't he give me it eight years ago.

Q. Have you asked for it before?

A. Yes.

Q. Didn't you make the statement that day you had not asked for another job because you thought it was no use? Didn't you say that to those people at that time?

A. What job?

Q. Didn't you say to those people that day you had not complained or asked for another job because you thought there was no use asking?

A. To who did I say that?

Q. To the people in the room that day; Mr. Heinrich.

A. Well, I says about—He was asking because I know it was no use, I wasn't going to get it.

Q. Who did say that, then?

A. Yes, I said no use of asking because I am not going to get it.

Q. Now, the job, you got paid no more than the men were then going to get in the cooperage department?

A. Oh, yes, I did.

Q. They got a five-cent raise in the cooperage department at that time?

A. No.

Q. You say you got more money as a result of the change of the job?

A. That's right.

Q. How much did you get in the new job?

A. Five cents more.

[fol. 298] Q. How much in cents per hour?

A. Five cents an hour more.

Q. I don't want "more". How many cents an hour did you get for your wages?

A.  $57\frac{1}{2}$  in the cooperage department and  $62\frac{1}{2}$  at the millwright job.

Q. In your new position you were paid  $62\frac{1}{2}$  cents an hour?

A. That's right.

Q. Do you say that the people in the cooperage department did not, at the same time, get  $62\frac{1}{2}$  cents an hour?

A. No.

Q. They didn't get a raise to  $62\frac{1}{2}$  cents an hour at the same time?

A. No.

Q. You are sure of that?

A. I am sure of it; the fellows tell me. I have no way of checking up, but they have been told not to tell anybody how much raise I get.

Q. You were told not to tell anybody how much raise you got?

A. Yes.

Q. You said that Heinrich, you said before you didn't say that, but you read it between the lines.

A. About the raise? No, I didn't say that.

Q. What was it you said you read between the lines?

A. Between the lines meant to go ahead and solicit members.

Q. Not to go ahead and solicit members?

A. Yes.

Q. Well, nothing was said like that, was there?

A. He said to do the right thing.

Q. So you took this new job and then Heinrich came to you the next day and said that he heard that you were saying that you had been bought off, or something like that, didn't he; tried to buy you off?

A. Yes.

Q. And you said you hadn't said anything like that?

A. Yes.

Q. You didn't say anything like that, did you?

A. No.

Q. And you didn't think that, did you?

A. No—I did think of that, yes.

[fol. 299] Q. What did you say "No" for, first? Did you think somebody was trying to buy you off?

A. Yes.

Q. You thought they were trying to buy you off by your being transferred to a job you asked for, did you?

A. No, to the foreman job.

Q. You thought they wanted to buy you off?

A. If they gave me the foreman's job, yes.

Q. But if you took a millwright's job they weren't buying you, is that it?

A. Still, yes.

Q. You thought they were buying you by shifting you to the millwright job, and you took it?

A. Yes.

Q. And you didn't stop your activity; you kept right on soliciting?

A. That's right.

Q. Nobody interfered with you or stopped you, did they?

A. Yes.

Q. When?

A. Mr. Hargraves.

Q. When was that?

A. About a week, two weeks, later, he stopped me when I went through one of the departments.

Q. That was during working hours?

A. My own time; noon hour.

Q. But when the other men were working?

A. No, bean-filling department nobody works in the noon hour.

Q. What you did then was you took a different job, fearing that the company was buying you, but you didn't intend to be bought. You intended to take the job, is that it?

A. Took a job because I was working hard all my life down there with the company, so I might as well take a better job.

Q. You thought you were selling out, didn't you?

A. No, I was not, because I directed the meeting and the following meeting, so I was not selling out.

Q. You still regard that as an effort to bribe you, is that it? You regard that incident as an effort to bribe you to get you to sell out?

A. I don't speak so good English. You had better talk [fol. 300] plain English to me.



Q. What language do you speak?

A. You can't understand that.

Q. What language is it?

A. Slovenian.

Q. What language does Kracik speak?

Mr. Kleeb: I object to that as immaterial.

Mr. Reed: The witness expressed difficulty—

Mr. Kleeb: It has nothing to do about another witness.

Trial Examiner Walsh: Objection sustained.

By Mr. Reed:

Q. Well, I guess I will talk to you in English and do it slowly.

A. Plain English.

Q. Do you still regard the changing of job that you got from the cooperage department to the millwright as an effort by the company to bribe you?

A. Yes.

Q. You do. Well, you didn't tell anybody about it?

A. I did not.

Q. Why didn't you tell them about it?

A. Why, because I was still tending to our meetings and I didn't feel I was selling out.

Q. Now, none of these people that you talked to, you spoke about going through the lunchroom and going from one table to another and telling them about the meeting—none of them lost their jobs, did they?

A. They were discriminated, afterwards, as I understand. We had grievances, we had ballots, and they were all, as I know, on the carpet; they were all, by the foreman, Mr. Hargraves, and Mr. Heinrich, and they were talked to and asked why if they were at the meeting that they were treated right the same way as I was.

Q. You are telling what somebody else told you?

A. Yes.

Q. Do you know of your own knowledge of anyone who lost his job or got fired because of his talking with you about that union?

A. Well, not at that time.

Q. No. You don't know of any now, do you?

A. Now?

Q. Yes.

A. They have a few that feel that they have been discriminated on account of the union.

Q. You don't know of any that lost their job as a result [fol. 301] of your activities?

Mr. Kleeb: I object to this question as irrelevant and immaterial.

Trial Examiner Walsh: Objection overruled.

By Mr. Reed:

Q. Now you may answer. Do you know of anyone today that has lost his job as a result of your talking to them about the union?

A. Talking to them about the union, but being in connection with the union we have a few men who were fired already.

Q. You have what?

A. We have a few fellows we feel, because they were with the union, they were fired on account of that, because it didn't show before the union was in there they were not fired for such little things like there was one particular place, three men got fired for taking ice cream on the company's time, and so forth, and other fellow, different things they were fired for, I mean laid off for.

Q. Well, every man that's laid off and fired thinks there is something wrong when he is laid off or fired?

A. Yes, but it did not show that way before the union. Before the union they gave them notice it must not happen again.

Q. This night you dropped into the meeting, you didn't know there was a meeting of the association that night?

A. No.

Q. You were just going by the church and saw it and dropped in?

A. I seen the Heinz employees, some fellows, and walked in.

Q. And Mr. McDonald and Mr. Bennett were on the platform holding this association meeting?

A. That's right.

Q. And you stood in the back?

A. That's right.

Q. And Mr. Hargraves was there?

A. Right in front of me, yes.

Q. As the man you call the good-will man?

A. That's right.

Q. His business is looking after the social activities of the employees?

A. His business is to go out to the houses, to find out what houses, if they are well-to-do they don't get no raise, [fol. 302] and about free bread, and that's the thing.

Q. He goes to see if people need anything, and when there is a death in the family, and that sort of thing?

A. Yes.

Q. He has no power to hire or fire anybody?

A. I tell you one thing, he tried to fire me a couple of times.

Q. But didn't succeed?

A. No. I talked myself out of it.

Q. That is not his job, to hire or fire anybody, or—

A. He got me laid off. Mr. Heinrich was the one talked him off for those two tickets.

Q. I think you can answer my question. It is not his job to hire or fire anybody, or manage any department, is it?

A. Right now, no. He is a foreman, now, of some bottling washing, so whether that gives him privilege to hire and fire—No, it doesn't; not hire or fire.

Q. Are you evading the question, or do you want to answer? At the time we are talking about did Mr. Hargraves' job involve hiring and firing, or managing any department? Can you answer that?

A. Not that; he was not.

Q. Why didn't you answer it that way in the first place?

A. Because we know he has a connection in there. He goes and tells Mr. Heinrich, and his word is as good as Mr. Heinrich's to fire anybody.

Q. You are here to answer questions of fact, not what's in your mind.

You walked into this meeting when you were the president of a rival union, and began to ask questions from the rear of the room, didn't you?

A. Yes, I asked questions and I want to see if it is the right kind of a union. If it was, I go in and join myself.

Q. I didn't ask you why. Did you go in this meeting, stand in the back, and begin to ask questions, when you were the president of a rival union; did you or didn't you?

A. I asked questions, sure.

Q. When Mr. Hargraves said, "If I was running this meeting I would have that man thrown out?"

A. That's right.

Q. That was the extent of his remarks?

[fol. 303] A. Yes.

Q. That's all he said, wasn't it?

A. Yes, that's all he said.

Q. You thought that was proper, for you to go in and break up their meeting, did you?

Mr. Kleeb: I object to the form of the question.

Trial Examiner Walsh: Sustained.

By Mr. Reed:

Q. You thought that was proper, for you to go into that meeting and start to ask questions, when you knew it was a meeting of the other association, did you?

A. Yes.

Q. You saw some timekeepers there?

A. Yes.

Q. Don't you know that timekeepers are eligible to belong to the association?

A. Yes.

Q. And clerks are eligible to belong?

A. Yes.

Q. They had a right to have whoever was eligible, have membership in their meeting, didn't they?

A. Yes.

Q. The timekeeper doesn't fire anybody, does he?

A. No.

Q. Timekeepers were permitted to vote in the election that was held, weren't they?

A. Yes.

Q. So that you see nothing improper in the fact that there were timekeepers at that meeting?

A. Well, they are right next to the boss. That's the way I think.

Q. Well, you think that association has the right to decide who its members are? That is not any business of yours, is it?

A. No.



Q. They had another meeting at Carnegie Hall that you testified to, and you said you were picketing that meeting. Why?

A. Because our members felt it was a company union, and we want to show them, explain to them that it was a company union.

Q. Doesn't your organization think that the other organization has a right to have peaceful meetings?

A. Yes.

Q. Then why were you picketing it?

[fol. 304] A. We just want to make them understand it, because lot of them don't know what that meeting was about.

Q. And the way to do it was to picket out in front of their meeting?

A. To show them on our cards what that meeting was.

Q. And then you all filed in the meetings?

A. That's right.

Q. And began to agitate, as you said?

Mr. Kleeb: I object.

Mr. Reed: I am using his own word.

Mr. Kleeb: He didn't say they began to agitate, Mr. Reed.

By Mr. Reed:

Q. What did you say about agitating?

A. That's what Mr. Hargraves said at the other meeting; I am an agitator.

Q. You said at this meeting they were agitating. Who was agitating?

A. Nobody was agitating. The paper said they were agitators, yes.

Q. Do you say you didn't say in your direct testimony just a little while ago that you were agitating at that meeting?

A. No.

Q. You did not?

A. I did not say that.

Q. I will show the record when it comes transcribed. What did you do when you went into the meeting?

A. I went in the front aisle and sat up there.

Q. You knew it was a meeting of the rival organization?

A. You call it a rival.

Q. The association is different than your union, wasn't it?

A. Yes.

Q. You and your members picketed the meeting, then went in and sat up front; front seats?

A. Not exactly front, it was the middle part; all over the place. I don't know who they were.

Q. What did you do that for?

A. Because we were Heinz employees.

Q. And you had a right to go into the other meeting?

A. We have a right to go in any meetings. They had [fol. 305] a right to go to our meetings, too.

Q. The Heinz Association members can attend your meetings, can they?

A. Yes, they can.

Q. Did any of them ever try to do it?

A. Yes, they have, lots of them.

Q. You started asking questions after you and your gang got in there?

A. Yes. I didn't ask any questions.

Q. Somebody did; started to make a disturbance?

A. Not a disturbance. They asked a question, and Mr. McDonald would not answer them.

Q. And ultimately a policeman came and took one of the members out, and you; is that right?

A. That's right.

Q. There wasn't any complaint against the company about that meeting, was there? That was a proper meeting of the employees of the company, wasn't it?

A. Complaint?

Q. I mean, you apparently thought there was something wrong about the meeting at the church because you saw Mr. Hargraves there. Did you see any foremen or superintendents at the Carnegie Hall meeting?

A. Yes, assistant foremen were there.

Q. Well, assistant foreman is a working man, isn't he?

A. Yes.

Q. Gets paid by the hour, doesn't he?

A. Makes no difference. Lots of foremen get paid by the hour.

Q. Well, isn't an assistant foreman eligible to belong to your union?

A. No.

Q. He is eligible to belong to the association, isn't he?

A. That's right.

Q. And they have a right to decide who their members are, don't they?

A. He can belong to the association, but not ours.

Q. You don't complain because they had somebody at the meeting, somebody that was eligible to belong to their association, do you?

A. No.

Q. They had a right to have them there?

A. Yes, they had a right.

[fol. 306] Q. And the assistant foremen were permitted to vote at the election held by the Labor Board?

A. Unless we prove they are supervisors.

Q. If they were merely assistant foremen they were entitled to vote and did vote, didn't they?

A. Yes.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleebe:

Q. After you took this job of millwright—

A. Yes.

Q. —from Mr. Heinrich and Simpson, following your conversation with them, did you do anything to sell out your union?

A. No.

Q. Did you favor the company after you got that job?

A. No.

Q. Did you remain active as you always had been in your union?

A. Yes.

Q. Were you the president of your local?

A. Yes.

Q. Are you now president of your local?

A. Yes.

Q. What was some of the wording of some picket-line signs of this May 11th meeting of the association at which your people were? What did it say about this meeting?

A. That this was unfair; that it was unfair to the A. F. of L. local; and the Heinz Employees Association was a company union.

Mr. Kleeb: That's all.

Examination.

By Trial Examiner Walsh:

Q. Mr. Novak, on the occasion of these Employees Association meetings you have been testifying about, were you a member of the association?

A. No.

Q. Who are members? How do you become a member, or do you know?

A. Employees Association?

Q. Yes.

[fol. 307]. A. You go and ask one of the foremen, and you can get in.

Q. You have to take some step in order to come in; to be a member of this association?

A. Not exactly. You can get one of their representatives and join the union.

Q. For example, a man is not a member of the association because he works for the Heinz Company?

A. No.

Q. You have to take some step; the employees have to apply for membership?

\* A. Yes, you have to go in—

Q. So that you entered these meetings without being a member of that association at that time?

A. It was an open meeting.

Q. How did you know it was an open meeting? What do you mean by that?

A. The doors was open. They invite you any time that you want to.

Q. Doors are open to many meetings in the sense they are unlocked, but they may still be private meetings.

A. The first two meetings were not private.

Q. How did you know they were not private?

A. Because everybody was allowed, as long as he was a Heinz employee.

Q. How do you know that?

A. We tried it. We went up to the door and was given a ticket.

Q. You discovered it when you went in?

A. No, before that. The fellows came out and told us.



Q. Some association official came out and told you you were welcome?

A. That's right.

Q. On the occasion of your picketing?

A. That's right.

Q. Can you recall any of the questions which you asked or those who were with you asked of the chairman of this meeting; questions other than were objected to?

A. Which meeting do you mean, Carnegie Hall?

Q. When somebody was arrested?

A. They asked—I don't exactly know. I asked them if it has an affiliation with the A. F. of L. or if connected with C. I. O. or anything of that sort, and Mr. McDonald [fol. 308] did not answer the question. They wanted to find things out. Different things was brought up—

Q. Didn't you—Didn't answer your question, and then what occurred?

A. It occurred that the fellows in there felt they didn't get no answers to their questions, what they do then? They will have to discuss our question more.

Q. What did they do?

A. They just asked it.

Q. Kept on asking the same question?

A. Kept on asking the same question, but Mr. McDonald wouldn't answer.

Q. And it was then the policeman came down?

A. Policeman came down to stop them from asking questions.

Q. Earlier in your testimony on the cross examination here you were asked whether or not you had ever been offered or whether you had ever asked for another job prior to this occasion on which you *you* were given a millwright job. Did I understand correctly that you had not, in the period of time you have been employed there, asked for another, a better job?

A. Yes, I did ask for a millwright job for eight years before.

Q. Eight years before you asked for it?

A. Yes, I was asking them off and on all the time.

Q. Asking whom?

A. Mr. Heinrich.

Q. And the reply always was that there was not one?

A. There was one.

Q. That there was no job open, is that right?

A. That's right.

Q. Then there is some confusion. The cross examiner asked you whether you had any reasonable belief or whether you thought in your head there was no job available for you, you had reason to believe there was no job for you because—

A. I had reason to believe because before there might be a job open though but not for me but then this meeting was held, and it was Monday Mr. Heinrich offered a job and next day I got it. Before that I didn't get it. That's why I feel that the job was given to me.

Trial Examiner Walsh: Do you have anything further?  
[fol. 309] Mr. Reed: Yes; that suggested a new line to me.

#### Recross-examination.

By Mr. Reed:

Q. You say you had asked for a job eight years before, a better job?

A. Yes.

Q. Eight years before that you were a prize fighter, weren't you?

A. Eight years before that?

Q. You weren't working for the Heinz Company?

A. I was an amateur boxer; eight years before that was 1928.

Q. And you hadn't been there continuously that eight year period; you had been off, hadn't you?

A. I was off for three years; that's right.

Q. Off how long?

A. Three.

Q. And you hadn't renewed any request for a better job in that period?

A. When I come back, yes.

Q. When was that?

A. Around 1934.

Q. 1924?

A. 1934.

Q. You did ask for a better job then?

A. Yes.

Q. Whom did you ask?

A. Mr. Koehrer and he was supposed to go and ask Mr. Heinrich for a job. He said, "Frank, I don't know," he

says, "we will see what I can do about it."

Q. Well, of course, the company had nothing against you then for any union activities. It wasn't thought of at that time, was it?

A. I asked so many times for a job, I thought, "Why I was getting it over night," I don't know.

Q. If you felt the company had anything against you it wasn't the result of any union activities, was it?

A. How then?

Q. I understand you are testifying you were discriminated against because of union activities. There were no union activities in 1934 or any time that might have led them to give you a job?

A. I was given a job when this union activity was started.

Q. You said that some official of the Association came out [fol. 310] and invited you into the meeting. Who was that?

A. Not invited me. He was standing at the door and I asked him what was going on at the meeting and he says, "I have a meeting in here."

Q. Who was that?

A. Joe Greenier.

Q. Nobody came out and invited you in the meeting?

A. No, not them. I see some of my fellows I work with, so, naturally, I want to see what was going on.

Q. You just pushed your way in?

A. I was a Heinz employee the same as he was. I was allowed to go in there, wasn't I?

Q. So you just pushed your way in?

A. Of course I went in.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. In 1934 when you returned to work for the company, about how many times, if you can recall, did you ask for this different or better job?

A. I asked Mr. Koehrer about two or three times.

Mr. Kleeb: That's all.

Mr. Reed: That's all.

(Witness excused.)

(Discussion had in regard to tentative time of meeting and adjourning the hearing.)

JOSEPH MARAK, a witness called by and on behalf of the National Labor Relations Board; being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. Joseph Marak.

Q. Where do you live?

A. 1416 Claim Street, the north side of Pittsburgh.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. I am.

Q. How long have you been employed there, approximately?

A. The last time, the last one, was September, 1935. I [fol. 311] had worked there previously.

Q. And in total, approximately, how many years?

A. Approximately, altogether, I guess four years; total time I worked.

Mr. Reed: How long?

The Witness: Four years, total time.

Q. What department are you in?

A. I belong to the can room, but at the present time I am not working there. I am working as a shear man, but I am not in that department at the present time.

Q. Are you working in another department?

A. I am. I have been for the past, oh, about the past two months.

Q. But prior to that you were shearing the tin in the can room?

A. Yes, and I am returning to that job tomorrow.

Q. That is your regular job.

A. Yes.

Q. And you were working there shearing tin in the can room all of this year up until this recent transfer?

A. Yes, I have.

Q. How many employees work with you in this room?

A. Well, this can room is a big room where the whole process is finished but on the shearing end of the tin, where the tin is sheared, there are seven men that do the process of shearing the tin.



Q. And you were one of those seven?

A. I am one of the seven.

Q. From whom did you receive your orders in the morning when you start to work?

A. From Mr. I. C. Bennett, who is called John.

Q. Do you know personally whether he has a title like foreman or supervisor?

A. Well, he wears the customary foreman's uniform.

Q. And does he give orders to the seven men?

A. He does.

Q. Who called you to time if anything goes wrong with the work?

A. I. C. Bennett.

Q. Does Bennett call you for mistakes?

A. He does.

Q. Does Bennett himself shear tin as a general practice?

A. No, he does not.

[fol. 312] Q. Does Bennett merely supervise or is he engaged in production?

A. He supervises the work.

Q. What is the nature of his work in general?

A. Well, the nature of his work, he does grinding of knives, occasionally, but he has a helper, also, helping him with that job of sharpening the knives so as to cut the plate tin, but the object of his work, he sees if the tin is out of square or in any way wrong, he comes and tells you about it. He comes and tests your tin, maybe two or three times a day, to see if your tin is in square for the process, for the work.

Q. Does he ever shear tin?

A. Only if he is fixing a machine and he may put a sheet or two of tin through, but he doesn't shear tin.

Trial Examiner Walsh: I didn't understand the answer to that question. When does he shear tin?

The Witness: If he is sharpening the knives of the machine, he will run a sheet of tin through, but otherwise not.

Q. What do you call this job of watching over the machine? What is that called, that Bennett does?

A. I would call him an assistant foreman's job.

Q. Do any of these seven men attend to seeing the machine is in proper order for shearing tin, or is that Bennett's job?

A. We report it to either Bennett or the fellow that works for Bennett.

Q. Then the machine is corrected?

A. Then the machine is corrected. We do not correct it.

Q. Would you be able to estimate, from your working in that department, how much of Bennett's time is spent in general supervising, and how much is spent in correcting these machines?

A. I would say that the general supervising, seven out of the eight hours, and that is spent supervising, and one hour a day correcting the machines and then it varies at different times.

Q. How many assistants, if any, does Bennett have?

A. He doesn't have any assistants, but there is one fellow works under him that does the same work he does, sharpening knives.

Q. Do you know his name?

A. Albert Dietrich.

Q. Does this assistant do any tin shearing?

[fol. 313] A. Occasionally, yes.

Q. Not regularly?

A. Not regularly. Not when I was up there, anyhow.

Q. Do these seven men you refer to make up the entire can department, or just the shearing division?

A. Just the shearing division. There are two girls that work with the men on this process.

Q. What other divisions of the can department are there?

A. Well, there is the shearing end, the body makers, the capping machines.

Q. Is there a lining department?

A. A lining cans, that's the can.

Q. So that the can department is made up of the shearing department, the body making department or division, the capping division, and the lining division?

A. Yes.

Q. Is there some person, if you know, in charge of each of these divisions responsible for the work of that department?

A. Yes, in the body makers, Walter Weiss and a fellow by the name of Kearn takes care of the body makers. These liners and cap punching machines are in charge of a floor lady. They also have another floor lady on the other end of the room that takes care of where the cans go and we have I. C. Bennett in charge of our department and there

is also a machine shop in one end of the department and that is where the machinists are.

Q. Is there somebody in charge of that department?

A. Yes, Fred Gerhard.

Q. Is there a general foreman over the entire can department?

A. Yes, there is.

Q. Who is that?

A. Mr. Bill Spangenberg.

Q. Do you know whether I. C. Bennett is an official of the Heinz Employees Association?

A. I do know, he is the president of the Heinz Employees Association.

Q. And it's the same I. C. Bennett?

A. Yes, he is known to us working fellows as John.

Q. Is it a fact, Mr. Marak, that bosses or supervisory employees wear a uniform at work different from that of the ordinary production worker?

[fol. 314] A. Yes, it is.

Q. What kind of a uniform do the supervisory workers wear?

A. The majority of them, the white pants and white shirt and a special white cap.

Q. Does Bennett wear such an outfit?

A. He does, identically the same as the foremen.

Q. These seven men, including yourself, are on piece-work?

A. We are.

Q. Is Bennett on piece work?

A. He is not.

Q. Who watches your piece work records and who takes them off?

A. Bennett takes them from us at the end of each working day.

Q. Who is responsible for your piece work records?

A. Bennett takes the piece work from us at the end of the day and he marks down on the sheet where he takes them and the next morning—to the timekeeper in the office—and the next morning she makes the necessary arrangement to send them to the office to the timekeeper department.

Q. How many timekeepers are there?

A. There have been two.

Q. And Bennett turns the records to one of those time-keepers?

A. Yes.

Q. Do you recall the strike at the Pittsburgh Plant May 24th of this year?

A. I do.

Q. And prior to that time when did you first directly hear about the Heinz Employees Association?

A. It was sometime after the—around the first part of May, I imagine, approximately.

Trial Examiner Walsh: We are beginning a new line of testimony. Suppose we recess until 1:30. Excused until 1:30.

(Thereupon, a recess was had until 1:30 p. m.)

#### After Recess

(Whereupon, the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner Walsh: All right, Mr. Marak, the hearing will come to order.

JOSEPH MARAK, having been previously duly sworn, testified further as follows:

By Mr. Kleeb:

Q. Mr. Marak, at the conclusion of the morning session I asked you this question which I wish you now to answer. Before the strike, May 24th of this year, when did you first directly hear about the Heinz Employees Association?

A. It was in May. It was around the early part of May when I first heard of the Heinz Employees Association.

Q. State what occurred when you heard about it.

A. I had heard a lot of talk throughout the factory, now, that being as an outside union was starting to organize, that they also had an organization on the inside that was starting to organize known as the Heinz Employees Association.

Q. That was the general rumor, around the factory?

A. That was the general rumor around the factory. And the way I personally got contact about this was in this manner. On or about, oh, I estimate around a week of May the 11th, right around in that time, or maybe, a little later—no, it was right around that time, I guess, that I was



working on my job as I always had been, and I imagine it was around, well, it was before noon, in between—in between 10 and 12.00, right around those hours, a fellow come over to me. I noticed the men were leaving their jobs one at a time. A fellow came over to me and said, "Listen, Joe," he said, "somebody wants to see you back in the tin room." And I said, "Wants to see me back there?" He said "Yes, right away."

Q. Who was this fellow that approached you, do you know?

A. I can't recall which one. It was one of the shearmen.

Q. One of your fellow workers?

A. One of my fellow workers, yes, sir.

So I went back in the tin room. This tin room was a scrap room where they dropped scraps down in the box car, and I had went in there, and I had seen this Fred Gerhard, and he is the man that was in charge of the men in the mechanical department, this machine shop. And I said, "Hi, Fred." He said, "Hi Joe." He said, "I guess you know what I want you for." I said, "No." I did, but I acted dumb; and I didn't let on. He said, "Now, that you know these both organizations are being run here," he said, "we started an organization here for the good of the employees." And I said, "Yes." And he said, "Well, now, all you have to do is sign your name down there," and he handed me a paper that had several names on. And it said, "We, the undersigned—" it continued. "We, the undersigned, wish to get into the Heinz Employees Association."

Q. Did he show you that paper?

A. He did, yes.

(Thereupon the document above referred to was marked as Board's Exhibit No. 7 for identification.)

By Mr. Kleeb:

Q. I hand you Board's Exhibit No. 7 for identification. Will you look at it, please, and state if that is like the paper you saw, as to the wording, I mean?

A. Yes, sir, this is the exact—this is the same paper, the same heading that I had been handed.

Q. And you read the heading on the paper that Gerhard had?

A. I did.

Q. And you have read the heading off Board's Exhibit No. 7 for identification, which you have in your hand?

A. Yes.

Q. And, as you recollect it, they are the same?

A. It is. It is the same.

Mr. Kleeb: I wish to offer it in evidence.

Mr. Reed: I object to it.<sup>a</sup> This is in no way binding or affecting the company. The company has nothing to do with this. It is a membership roll among the employees.

Mr. Kleeb: If the Trial Examiner please, the record will show that the company knew a lot about this, and not only knew about it, but it fostered and promoted membership in this association.

Trial Examiner Walsh: May I see it?

(The paper writing referred to was handed to the Trial Examiner.)

Trial Examiner Walsh: This may be received. The objection is overruled.

(The document heretofore marked "Board's Exhibit No. 7" for identification, was received in evidence.)

[fol. 317] By Mr. Kleeb:

Q. Go on and relate what else occurred with Mr. Gerhard about this paper.

A. And as I have said, Mr. Gerhard said, "You know that both organizations are going on in the Heinz Plant among the employees." I said, "No." And he asked me to sign this. He asked me to sign this slip of paper to apply for membership. And I said, "Well, Fred, I haven't made my mind up as to what I intend to do, but I will let you know later on." He said, "Well, you certainly did have enough time by now to know what your mind is, one way or the other." "Well," I said, "I haven't as yet made my mind up. I want to see what the other fellows are all going to do, and then I will let you know what I am going to do." He said, "Well," he says, "it is about time you made up your mind to see what you are going to do." And I said, "Well, that is my business." And I walked out of the room.

And around dinner time, a bunch of fellows getting together, and they said, "Gee, this thing is getting to be a pretty shaky affair." They were sitting in the dining room.

talking. They said—Well, and we started talking, and the fellows said, "Well, I guess the best thing to do will be we will all sign this paper and we will protect our jobs. There will be no possible way of getting picked on because we did not sign it."

So I went up after dinner, and I said, "O. K., Fred, I will sign the slip," and I had signed my name to the slip.

Q. Did you observe any other signatures on the paper?

A. I did, yes.

Q. Is this Fred Gerhard the Fred Gerhard to whom you have previously referred in your testimony?

A. Yes, it is.

Q. Do you know the nature of Gerhard's work? Do you? "Yes or no." Do you know the nature of his work?

A. Yes, I do.

Q. What is the nature of that work?

A. Well, now, the nature of Frank's work is if any of the capping machines go wrong in any form whatsoever, that is, the machines that cap out the lids for the cans, when they go wrong in any way whatsoever, the forelady takes the defect in the tin to Fred and shows him what is going on, and then Fred looks it over and gives it to one of the men who is working under him, and the man goes and re-[fol. 318] pairs it just as to what part is wrong on the machine. He sends someone on to repair it, but he does not wear the foreman uniform. He wears the regular employees' uniform.

Q. Gerhard does?

A. Gerhard does.

Q. How many employees, approximately, are there in the machine shop?

A. Oh, approximately 20.

Q. When did this thing occur? During your working hours?

A. Yes, it did. It occurred between the hours of 10 or 12, when he had asked me to sign this paper.

Q. To your knowledge are these men who work in the machine shop or the machine division of the can-making department responsible to Fred Gerhard?

A. Yes; in a way they are. They feel themselves as though they are, too.

Q. Why do you say that?

A. Well, because he is the man that gives them cain when anything goes wrong.

Q. You have observed him bawling out the men?

A. Yes, I have.

Q. Did you personally observe I. C. Bennett engaging in any unusual conduct prior to this?

A. I certainly did.

Q. Will you state what?

A. Well, I. C. Bennett at times, oh, on or about maybe May the 11th, I guess right around then—

Trial Examiner Walsh: Excuse me a minute. May I interrupt the testimony for a moment to get this I. C. Bennett straightened out? There is a C. I. Bennett who signed the service warrant that was sent to the Employees Association. Is this the same Bennett you are talking about? He signed his name "C. I. Bennett," and the Bennett that has been talked of in this testimony has been I. C. Bennett.

Mr. Kleebe: Well, if the Trial Examiner please, it is my understanding that this Bennett is the same Bennett all along; I mean, this I. C. Bennett or C. I. Bennett, who is—

Trial Examiner Walsh: I see.

Mr. Kleebe: —who was this man's superior, according to his testimony, and who was president of the association, [fol. 319] so far as I know. I don't know of any other Bennett. I didn't observe that variance.

Trial Examiner Walsh: He signed his own name, I suppose, correctly.

Mr. Kleebe: I assume so.

Trial Examiner Walsh: He signs it "C. I. Bennett".

Mr. Kleebe: If the Trial Examiner please, the complaint and notice of hearing was sent to I. C. Bennett, president of the association, and it is signed "C. I. Bennett", so apparently he is president of the association.

Trial Examiner Walsh: All right. Excuse me.

By Mr. Kleebe:

Q. Go on and tell us what you observed Mr. Bennett doing that was unusual.

A. Well, as I say, on or about, around that time, in the middle of May, right around there, at intervals ranging anywhere, I guess, from two to three times a week, Mr. Bennett would leave the job for long periods ranging from, oh, anywhere from one to three hours, and during the periods he was gone, and it seemed no one knew where he had gone to. And if we would have a breakdown in the



meantime, if one of the other foremen up there couldn't fix it, we just had to sit there and wait 'til Bennett got back. In the meantime we were paid for no lost time.

Q. Well, was it customary, prior to this occurrence, for Bennett to leave the plant?

A. Never.

Q. Is it not a fact that for the shear men to make their piecework money it is necessary for Bennett to be around to correct machines when they go wrong?

A. It certainly is.

Q. Is he allowed to touch them, and no one else?

A. He forbids us to touch them.

Q. Was it customary for Bennett to be in the department for the entire shift?

A. It certainly was. It always had been.

Q. You say he was away periodically from one to three hours?

A. Yes; sometimes maybe three hours in the morning, and then he would go back away again in the afternoon.

Q. How many days a week around this time was this occurring?

[fol. 320] A. I would say it occurred two, maybe two and three days, sometimes even four days.

Q. And how many hours are there in your shift?

A. Eight hours.

Q. How long did this action of Bennett continue?

A. It continued up to just prior to the strike. The last day, I remember, was the very day, the day of the strike, that Monday, we had worked.

Q. Did you personally know—Did you or did you not personally know what Bennet was doing when he was away? I mean, did you personally know?

A. Yes, I did, because I made a remark to the other assistant foreman, Walter Wise, up there, I said, "Gee, if this inside union—the inside union is starting to cost us guys a lot of money, with this guy going around away from here all the time."

Q. How did you know that Bennett was away on association business?

A. Because I had that from some of the people—I had a rough idea of where he had been going.

Q. How did you have that idea?

A. From rumors of some of the people from our union that had seen Bennett going into this—into this glass-

testing room that is on the fourth floor, and I imagine it is the bottling building. And he had been seen going into there, and that is where I had asked some of them, and they said, "Yes, we always see him going in there."

Q. You stated that Gerhard does not wear the typical boss or supervisor's uniform?

A. No, he doesn't.

Q. However, in your opinion, is Gerhard to the machine shop what Bennett is to the what you call the shearing department or division?

A. In a smaller—on our type of work someone has more of a responsibility. You know, the responsibility is of greater capacity than it is in the machine shop.

Q. That is, Bennett's responsibility is greater?

A. Yes, is to a greater capacity than Gerhard's.

Q. Did you before the strike ever attend any of the association meetings?

A. I did.

Q. Did you, after signing this petition for Mr. Gerhard as evidenced by Board's Exhibit No. 7 ever sign a membership card?

A. I did.

[fol. 321] Q. Did you sign a card before you attended the meeting or afterward?

A. I signed the card before I attended the meeting. You could not attend the meeting if you did not have this card.

Q. Where did you sign the card?

A. I was called into the machine shop by a fellow by the name of Jimmy—oh, I can't recall his last name. I think it is Mitchell, if I am not mistaken, but I couldn't swear to that. I was called into the machine shop the day of this meeting, the day of the meeting that I attended. And he said, "Here, Joe, you will need this to go into the meeting tonight." This was during working hours. And he handed it to me right on the bench where he was working, right by the lathe where he was working. He handed me this card such as the card you have sitting right there beside you there (indicating).

Q. Just a minute.

(Thereupon the document above referred to was marked as Board's Exhibit No. 8 for identification.)

By Mr. Kleeb:

Q. I show you Board's Exhibit A, marked for identification, and ask you if that is a card like the membership card that you signed?

A. That is the identical one.

Q. Of course, that card has the name of another person on it?

A. Yes, this is the card. There is where we had to sign the name also (indicating).

Q. Did your card have the name of Mohl, M-o-h-l, secretary-treasurer, signed on it?

A. Yes, it did.

Q. And did you sign the line above with your name on the card you had?

A. No, I signed—signed my name right here (indicating).

Q. Wait a minute.

Mr. Kleeb: The witness is referring to the right side of the card. There is a line that runs perpendicular.

A. I had signed my name right in there, and I had also filled out this part here (indicating).

Q. Is that the stub you are referring to?

A. The stub, yes; and the representative of the can room, [fol. 322] who was this Michael—I think his name is Michael or Mitchell, he filled out the other part, but William Mohl's name was on the card when it was a blank card yet.

Q. And was any part of the card retained by you, kept by you?

A. Yes, it was. This stub was. This stub was taken off of the card, and I was given this part here (indicating).

Q. A larger part?

A. Yes. I had to have that to get into the meeting.

Q. I see. Who told you you had to have that to get into the meeting?

A. This representative that I signed the card.

Q. He told you that at that time that the card was filled out?

A. Yes.

Q. The same day of this meeting?

A. Yes, the same day. It was on a Monday afternoon.

Mr. Kleeb: I offer that part in evidence as an example of a membership card used by the association and signed by this witness.

Mr. Reed: That is objected to. It is not material in any way as affecting the company.

Trial Examiner Walsh: Overruled.

(The document heretofore marked "Board's Exhibit No. 8" for identification, was received in evidence.)

By Mr. Kleeb:

Q. Where was the meeting of that day held?

A. At the Carnegie Library.

Q. At the Library?

A. Yes.

Q. Or at the Music Hall?

A. At the Music Hall in the Carnegie Library.

Q. In the evening?

A. Yes, it was.

Q. Did you have to present your membership card to get in?

A. I did.

Q. Do you recall when that meeting was held?

A. If I am not mistaken, it was the Friday before the strike, but I couldn't swear to that. It was either that Friday or the previous Friday.

[fol. 323] Q. Were you at the first Carnegie Music Hall meeting of the Association on the 11th of May?

A. No, I wasn't.

Q. —It was the meeting after that?

A. It was the meeting after that, yes, sir.

Q. How did you know that there was a meeting of the Association?

A. Bennett had told me that there was a meeting.

Q. When had he told you?

A. He had told me that Friday morning in work. He asked me if I had got my card and I said, "No," I I didn't get no card yet. He said, "You didn't get no card yet?" And I said, "No, I haven't got no card as yet."

And then in the afternoon he come up and he said, "You go back and see Jimmy back in the machine shop. He has your ticket back there." And so I went back, and then I signed the ticket.

Q. Did this occur during your working hours?

A. It did.

Q. Who was this Jimmy in the machine shop; that is, what did he have to do with the Association, if you know?



A. Well, he was a new employee, I don't know where he had come from, or why he was there, but he was just—he was the last man, I think, prior to the strike—I think he was the last man hired in that machine shop. He wasn't there very long before that time.

Q. Who conducted this meeting at the Carnegie Music Hall?

A. Well, Bennett conducted the meeting and McDonald spoke.

Q. Who is McDonald?

A. The attorney here of the Heinz Employees Association.

Q. Was anybody else on the stage besides Bennett and McDonald?

A. No, there wasn't.

Q. Can you relate briefly just what took place at that meeting?

A. Well, the meeting had just looked as though it was one of the fixed meetings, and they would start talking, and Bennett called the meeting to order, and he said, "Well, what have you got to say, and what have you got to say," [fol. 324] pointing out certain ones throughout the room, and it seemed as though they all got up and gave their little speech. And none of it was really facts pointing toward a union or anything, and a fellow from over in the machine shop by the name of Harvey, a young fellow that was an old employee down there, he got up and said to Bennett, "Well, now, just what is this Heinz Employees Association, and what is it going to get us? How much more wages are they going to get us? And what better working conditions are they going to make?" And Bennett said, "We won't go into that right now." And this fellow started sort of a little argument about, "Why won't we go into it? This is what we want to know." And Bennett got all worked up there, and he couldn't answer this man what the purpose of this organization was, and then he said, "The meeting is adjourned."

Q. Do you recall whether Bennett said anything for or against outside labor unions at that meeting?

A. No, I don't recall.

Q. Do you recall whether Mr. Bennett said anything for or against dues you have to pay to outside unions?

A. Yes, he did say about "Why give—why give the Communists—why give those Communists a dollar and a half

a month when they aren't going to give you anything? And we are only going to charge"—I think it was fifty cents—I think it was \$2 a year. I can't recall how much it really was, but he said, "Why give those Communists that amount of money, a dollar and a half a month."

Q. Had you paid any initiation fee or dues prior to the time you got this membership card?

A. I had not.

Q. Have you ever paid any membership dues?

A. To the Heinz Employees Association?

Q. To the Association?

A. I have not.

Q. Have you ever attended any other meetings except this one of the Association?

A. I haven't.

Q. Have you observed any change in the company's attitude with reference to giving plays or movies and allowing social activities at the plant since the A. F. of L. Local won the election in June of this year and prior to that time?

[fol. 325] A. Well, we just don't have anything at all any more what we used to have. We had scheduled the men's 57 Club picnic which was supposed—that is the club we all belonged to. We were supposed to have a picnic right before the trouble occurred, the Saturday before the strike, I think the picnic was supposed to be, and we none of us ever heard of it after that, and they never had any more movies or anything after that.

(Thereupon the document above referred to was marked as Board's Exhibit No. 9 for identification.)

By Mr. Kleeb:

Q. I show you Board's Exhibit No. 9 for identification. Will you look at it, read it and state if you have ever seen a paper like that before? "Yes or no" if you have or have not.

A. No, I have not seen that.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. In any department where the men work by the piece, getting paid for whatever they turn out, it is generally

somebody who goes around and repairs machines and remains on duty who is an hourly worker; isn't there?

A. Well, generally, I would say.

Q. It wouldn't be possible for Bennett to be paid on piece work when his job is to go to a machine that is broken down and fix it up; would it?

A. No, it wouldn't.

Q. And he is paid on an hourly basis; isn't he?

A. As far as I know, yes.

Q. But he is a worker with the others and not a foreman; is he?

A. I would class him as a foreman, yes.

Q. He doesn't fix your rate of pay, does he?

A. Well, he is responsible for how much I make, though. He puts me on my job every morning. He puts me on a different job every day.

Q. But he is not the foreman of that department, is he?

A. Well, I don't know why you wouldn't class him. He [fol. 326] assigns me to my work. He tells me when to start and when to go home.

Q. But he doesn't hire you or discharge you or fix your wages, does he?

A. —No, neither—why, how do you mean, fix my wages?

Q. Fix your rate of pay. He has nothing to do with that?

A. Well, when I get a raise, he tells me about it.

Q. When did he tell you of any change in your wage?

A. Well, now, there is a piece work—there was a piece work rate come out in the last raise that we had got, and we all met over in one—over on the side of the building, and Bennett had posted up, written with ink, posted right on the wall, right near where we work, where we meet in the morning the new rates that were in effect for our piece work.

Q. But that came from the office, didn't it?

A. Well, naturally, you have a payroll department. Naturally they take care of the paying, I guess.

Q. He has nothing to do with fixing your rate? He simply posted a notice that came from the office, didn't he?

A. Well, naturally.

Q. Yes. And there has to be somebody in every group of workers who leads off in those matters; doesn't there?

A. Well, yes.

Q. Now, that foreman's uniform you are talking about, that is just a question of whether they wear white or grey, isn't it?

— Well, now, I imagine the man who would be working around machines, if he didn't have to, he wouldn't want to wear a white uniform working around grease. He is around machinery all the time.

Q. But the uniform isn't furnished by the company, is it?

A. It certainly is laundered by the company free of charge to the foremen, though, isn't it?

Q. It isn't furnished by the company, is it? You can get your own uniform.

A. I don't know whether he buys his own. I know it is laundered free by the company for the foremen.

Q. There are lots of people who wear white clothes who [fol. 327] are not the foremen in that plant; aren't there?

A. Not with a white cap, no.

Q. Not with a white cap?

A. No; the foremen have a special kind of cap.

Q. Well, is the cap the distinction you make? Is that why you say Bennett is a foreman because he has a cap like a foreman?

A. Well, he had the dress of a foreman, the same dress as any other foreman has.

Q. There are lots of foremen who don't wear that white dress; aren't there?

A. Well, in certain parts there are, yes, some that wear grey, but they are all designed by their uniform.

Q. And there are lots of people in the organization who wear the white who are not foremen?

A. Not the same as what Bennett wears, no.

Q. Your only reason for saying that Bennett was a foreman is because he wears a uniform like a foreman?

A. No, that is wrong.

Q. Because he lays out the work and fixes the machines?

A. Because he is my superior, that is why I say it.

Q. Well, Bennett would be eligible to membership in your organization, wouldn't he?

A. Oh, I don't think we would want him.

Q. He was eligible to vote in the election under the Labor Board's rules, wasn't he?

A. I didn't see him voting down there.

Q. You know he was eligible, don't you?

A. I don't know if he was or not. There were votes challenged there. I don't know if his was challenged or not. I was not sitting inside.



Q. You know that men doing the same kind of work that he was doing were permitted to vote; don't you?

A. I don't know of any other men doing the same kind of work.

Q. Now, there are seven men that work under Bennett, as you say, are there?

A. Yes.

Q. Did he talk to you to urge you to join this organization?

A. He did.

Q. And you didn't feel that he was exercising any kind of influence over you or coercion? Did you?

A. Well, that is my personal opinion.

[fol. 328] Q. Now, Gerhard is just a die worker paid the same as the other employees; isn't he?

A. Oh, I have no idea whatsoever as to his pay.

Q. Well, are you claiming that these men were doing something that the company told them to do in talking about membership?

A. I do.

Q. That is, you are charging that Gerhard and Bennett and men of this type were doing something the company had instructed them to do in getting these matters—

A. I imagine so, yes.

Q. Well, you are just imagining that? You don't know of anything of that kind; do you?

A. What further is it than imagination? You are just imagining that they aren't.

Q. It is not to produce such testimony in court, that is why I would like you to say. I want you to understand your imagination is not what you ought to be giving us here. It is whether you know. You are just guessing?

A. Well, I know what I told. My testimony is what I know. I told where he had gone to and how long he had gone.

Q. Now, there was a rather sharp division among the employees over there during the strike, wasn't there?

A. There was not no sharp—there was none whatsoever. They were in mixing with us right at the time the strike was, and there was nothing going on whatsoever as to any kind of roughness or anything else. We talked with them the same as you and I would talk.

Q. Wasn't there a close vote in the elections as to which organization should represent the employees?

A. Well, 276.

Q. Majority?

A. Majority, yes.

Q. Out of how many employees?

A. Out of—we had 1,079 votes, and they had 803.

Q. Well, that is a fairly even division among the employees, isn't it?

A. Well, the majority wins, and we won.

Q. I am not challenging that, but don't you know that that is why the social events over there were given up on account of the bad feeling between the employees engendered by the strike?

A. Would you repeat that, please?

[fol. 329] Q. Don't you know that the discontinuance of social activities over there was due to bad feeling engendered during the strike between the fairly even division of the employees?

A. Well, I don't say that. I wouldn't say that. I would know better than you, because I am in there working with those people.

Q. I am asking you.

A. There is no hard feelings, hard feelings to that point. Naturally, we are bitter against them and they are bitter against us; that is natural.

Q. That is what I wanted to know.

A. Why would that be the reason of not having the social functions and being cut out altogether?

Q. Well, the two bitter factions wouldn't get along very well in the movies and games; would they?

A. There has never been any rows in the company or outside in the street in the picket lines yet, any kind of trouble between the employees, though, has there? There was no disorder.

Q. Were you on the picket line?

A. I certainly was, every day.

Q. Were you one of the ones that refused to allow the office employees to enter the office building during the strike?

A. (No answer.)

Q. You kept the executives from entering their offices during the strike; didn't you?

A. I didn't keep nobody from any place.

Mr. Kleeb: Just a minute. I object to this line of questioning as irrelevant and immaterial and incompetent to the issues involved.

Mr. Reed: I thought it all was in the beginning, but it has been gone into quite extensively by the Government.

Mr. Kleeb: I don't think the Government went into the question of this strike at all with this witness.

Trial Examiner Walsh: Objection overruled.

By Mr. Reed:

Q. You may answer the question.

A. Will you repeat the question, please?

Trial Examiner Walsh: The Court Reporter will please repeat it.

Mr. Reed: I think I can ask it again.

[fol. 330] Trial Examiner Walsh: Do you remember just how it was worded?

By Mr. Reed:

Q. Isn't it true that during the strike the pickets prevented executives and the factory employees from entering the office building—factory executives from entering the office building?

A. Well, we picketed there, but none tried to enter. If they had the man power, they could walk right through this picket line. We wouldn't have stopped them.

Q. You mean if they had the man power?

A. If they had the man power, yes.

Q. It was a question of fighting their way into the office?

A. It was not no fighting at all. There was a picket line. If you walked through it, that was up to you.

Q. How much man power do you think it would have taken for the executives to have gotten through that picket line?

A. Well, they didn't have enough, I guess, to even attempt it because there was nothing to stop them. There was only 10, 15 men, walking around the place, and all of them outside there. We didn't stop nobody or put anybody away. If any body wanted to go into work, why didn't they try to go into work?

Q. Do you know that Anderson, the vice president of the company, was denied admission to the office building?

A. No, I don't.

Q. You didn't hear that?

A. No, I didn't.

Mr. Reed: That is all.

Trial Examiner Walsh: You may be excused.

(Witness excused.)

Mr. Kleeb: John Warnick.

JOHN WARNICK, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. John Warnick.

Q. Where do you live?

[fol. 331] A. 1126 Sawmill.

Trial Examiner Walsh: A little more slowly.

By Mr. Kleeb:

Q. Speak slowly and loud enough for everyone to hear.

A. Yes, sir.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. I am.

Q. How long have you been employed there, approximately?

A. Well, since I have been called back to work, it is about 20 months this last time.

Q. What department?

A. Well, I belong up in the canning room, but about nine weeks now, why, they have been pushing me around wherever they needed me.

Q. Did you ever have any conversation about unions with any boss of the Heinz Company?

A. Yes, sir.

Q. Who?

A. With Mr. Oscar Hayes.

Q. And who is Mr. Oscar Hayes?

A. The assistant superintendent of the H. J. Heinz Company.



Q. Approximately when did you have this conversation with Mr. Hayes?

A. I imagine about one week before the strike.

Q. And the strike occurred on May 24th, 1937?

A. Yes, sir.

A. Will you please relate where you had this conversation and what the conversation was?

A. Well, my job, I am a jitney driver up there in the canning room and I started—

Q. Slower.

A. I start at 4 o'clock in the afternoon. So one afternoon about half past 1:00, I took a walk over to the water works, which they have for storage, and have a rubbish platform there, and I went over there for some kindling wood. When I went in there, Mr. Hayes was in the service car talking to Stanley, the watchman there. So I waited until he was through, and pulled around with the service car, and stopped right alongside of me, and he says, "Well, John," he says, "what do you think of your dumb buddy?" I says "What do you mean?" He says, "Why, Frank Jadowick."

[fol. 332] Q. Frank who?

A. Jadowick.

Q. Do you know how to spell that name?

A. I couldn't spell that name.

I says, "What do you mean?" He says, "Well," he says, "after having 13 years of service with the H. J. Heinz Company, he turns around and signs up with an outside union." He says, "And to top that off," he says, "it is led by a foreigner," he says, "that hasn't even got a citizen's paper."

I just looked at him then, didn't say nothing. And at that time I hadn't decided just what way I would go myself. So we got to talking, and he says, "Well," he says, "we have 1300 signatures on the H. J. Heinz Company Association list." And I says, "Well," I says, "if you have that many," I says, "why don't you get a charter and force the A. F. of L. out?" He didn't say nothing. We just chatted a while, and then I asked him about a load of wood which I had delivered Saturday morning.

Q. What does this buddy of yours do?

A. He runs a jitney there. We have two jitnies up in the canning room, and I operate one and he operates the other.

Q. Do you say he said that, "We now have 1300 members"?

A. Yes, sir.

Q. And he referred to the members in the H. J. Heinz Company?

A. Yes, sir. He also stated that Mr. Hargraves presided at the first meeting of the Heinz Employees Association.

Q. He told you that?

A. Yes, sir.

Q. Were you ever asked to join the association?

A. No, sir. Oh, I beg your pardon. I have, by Mr. I. C. Bennett.

Q. Is that the Bennett who is in the canning room?

A. Yes, sir.

Q. Do you recall approximately when you were asked?

A. I believe it was around two weeks before the strike.

Q. During your working hours?

A. Yes, sir.

[fol. 333] Q. Will you relate briefly what occurred at that time?

A. Well, my jitney was down on the fifth floor, and I went down, had to get some tin ready to take up as soon as the whistle blowed, because we can't get the elevator to make our deliveries from one floor to the other while the shippers are working. So when I went downstairs to get the tin ready, why Bennett come down. He had me in one of the ketchup bins, and he was telling me about the association, whether I had my mind made up as to whether I wanted A. F. of L. or the Association. He stood there and he talked to me, I would say, about three-quarters of an hour.

Q. Where did this occur?

A. On the fifth floor of the ketchup labelling department.

Q. Where is the canning room?

A. On the sixth floor, right upstairs.

Q. To your knowledge, would Bennett have any business being where he was at that time?

A. No, sir, not unless he was going to the rest room.

Q. And he talked with you about how long?

A. About three-quarters of an hour.

Q. Did he have any papers with him?

A. He had the large sheet.

Q. I show you Board's Exhibit No. 7. Will you look at it and state whether or not the paper that Bennett had was like or similar to that sheet of paper which you now hold?

A. Yes, sir.

Q. Was the wording on the paper the same as that?

A. Yes, sir.

Q. Did you sign the paper?

A. No, sir.

Q. Did you observe other signatures on the paper when you looked at it?

A. There was just one signature on the sheet.

Q. Do you recall whose signature it was?

A. Yes, sir.

Q. Whose?

A. It was Edward Melbourne.

Q. Were you ever asked again to sign a paper?

A. Well, several days after that, why, he had a small one that he handed to me, and on his way home, and he says, whenever I made up my mind to sign, why, he had the sheet there for me.

[fol. 334] Q. I hand you Board's Exhibit 9 for identification. Will you look at it, please, and state if that is the small sheet or small paper to which you just referred?

A. That is.

Mr. Kleeb: I offer it in evidence.

Mr. Reed: I make the same objection that I made before, that it doesn't affect the company, but otherwise it is covered by your previous ruling, I suppose.

Trial Examiner Walsh: Overruled.

(The document heretofore marked "Board's Exhibit No. 9" for identification, was received in evidence.)

By Mr. Kleeb:

Q. Did you take that small paper with you?

A. Yes, sir.

Q. Did you ever sign it?

A. No, sir.

Q. Did you ever sign one with the Association?

A. No, sir.

Mr. Kleeb: Cross-examine.

Cross-examination:

By Mr. Reed:

Q. Oscar Hayes isn't assistant superintendent, is he?

A. Why, he acts as one.

Q. Why, you know the assistant superintendent is Charles Heinz, don't you?

A. I never knew that.

Q. And Oscar Hayes simply works as a handyman around there; doesn't he?

A. (No answer.)

Q. Why do you call him assistant superintendent?

A. Why, he acts as one. He goes around and supervises and stuff of that sort.

Q. A lot of people go around seeing conditions on the premises, don't they?

A. I don't know. It doesn't seem as much as he does, though.

Q. He does it more than the others?

A. Exactly.

Q. You didn't work for him, or he had no right to discharge you?

A. I had a run-in with him one time.

[fol. 335] Q. He had no right to hire or fire or have any supervision over you at all?

A. As far as the hiring is concerned, the hiring is done by the employment department; as far as the firing is concerned, each foreman is entitled to fire, if they see fit.

Q. He had no supervision over your work, had he, Oscar Hayes?

A. Well, according to the rules of Heinz, he is. If anybody disregards his words, why, you can just pack up and leave.

Q. Did you work under the supervision of Oscar Hayes?

A. No, I haven't, not directly.

Q. Now, what he said was a remark about somebody else being dumb for joining the outside union?

A. Exactly.

Q. He didn't tell you what you should do?

A. No, because at that time he knew that I didn't sign anything as yet.



Q. Well, he didn't ask you to sign any application for the association; did he?

A. No.

Q. He didn't try to exercise any influence over you at all, did he?

A. No.

Mr. Reed: That is all.

Redirect examination.

By Mr. Kleebe:

Q. Just a minute. Will you just state briefly how, as far as you know, the employment of employees is handled at the Heinz Factory? How do you get a job there?

A. Well, they have an employment office. That is right there on Prospect Way. There is a fellow named Regis in there. I just don't know his last name. There is Miss Weisman, Catherine Ferry. They are in charge of the employment.

Q. Do you file the application there?

A. Yes, you file an application there, but it is best not to.

Q. Well, how would you get a job if you didn't do that?

A. Well, your chances of getting a job in the H. J. Heinz Company is going in there, and if they need anybody, why, then you are hired, or if you have had service there before, [fol. 336] why, that way they might call you back if they see fit.

Q. But you do apply, or go to the employment office for a job?

A. Yes, sir.

Q. Now, as a worker there, what is your understanding as to how people are fired? I mean, what is the procedure for firing a man, as you know it?

A. Well, I am sorry, I can't state that right at the present time.

Q. Then you personally don't know which official of the company can hire or which official of the company can fire? And say, "You are fired" and "You are fired", do you?

A. No, sir.

Mr. Kleebe: That is all.

(Witness excused.)

Mr. Kleebe: Clifford Armstrong.

CLIFFORD ARMSTRONG, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. Clifford Armstrong.

Q. Where do you live?

A. 1307 East Street, north side, Pittsburgh.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. Yes, sir.

Q. Speak out, Mr. Armstrong, in answering these questions.

How long have you been employed there?

A. Oh, about—I was there seven years in April.

Q. What work do you do?

A. Well, right now, I am working up in the spaghetti kitchen doing all kinds of jobs, cooking and weighing up vegetables and different jobs like that.

Q. At the time of the strike at the plant, May 24, 1937, what were you doing?

A. I was sealing cases on the fourth floor, spaghetti building.

Q. Is there a name to that department?

[fol. 337] A. Spaghetti packing department.

Q. What building is this department in?

A. In the spaghetti building.

Q. Who is in charge of the spaghetti building?

A. Mr. Brooks.

Q. Do you recall having any conversation on or about April 27th of this year with Mr. Brooks regarding labor unions?

A. Well, Mr. Brooks called all the people in my department back in the corner there. There must have been about, oh, I judge about 40, 50 people. And he called us on the side, and he told us that he wasn't sent by the company, or the company sent him in no way, that he was taking this on his own shoulders to call us on the side and tell us about unions. He told us about the money that Green takes in and how much he is getting a year, that we shouldn't join that

kind of a union. And he said, "Now, I am not trying to influence you in any way, but, he said, "Why not have a union of our own here?" Well, that was the first I heard about unions.

Q. Well, tell me, did you personally ever talk with Mr. Brooks alone?

A. Yes, sir.

Q. About unions?

A. Yes, I did.

Q. Did that occur before this general meeting or after?

A. After this general meeting.

Q. About when did it occur, and how did it occur?

A. I believe it was the following morning my foreman come up here to me. That was Mr. Fred Mozeyka. He said, "Mr. Brooks wants to see you in his office."

Q. That is the following morning after this general meeting?

A. That is right.

Q. Now, before we go into that, have you told everything that happened at this general group meeting the day before when Mr. Brooks talked. Have you told everything you can remember?

A. I think I have.

Q. And how many do you say were there? How many employees about?

A. Oh, I just judge, just a rough guess, I would say there were 40 or 50.

[fol. 338] Q. Were you all taken from your work to hear Mr. Brooks' remarks?

A. Yes, we were, oh, about 20 minutes to half on hour.

Q. And did you report the next morning at your foreman's request to Mr. Brooks' office?

A. Yes, I did.

Q. And who was present?

A. Mr. Brooks and I.

Q. Just the two of you?

A. Yes, sir.

Q. Were you taken from your work to have this conversation?

A. Yes, sir, I was.

Q. Will you please relate what the conversation was about between the two of you?

A. Mr. Brooks says to me, "Armstrong, what do you think about these unions, these outside unions; that is, A. F. of L.

and C. I. O.?" I says, "Well, Mr. Brooks, I am married, and with all these strikes going on, why, I don't like them, because I can't bring no money in the house if I don't work." And he said, "Well, I am glad to see your attitude, Armstrong." He said, "That is fine." And that was all—that was all we had over there.

Q. Was there any conversation that time about what would happen if there was a strike?

A. Well, yes, I believe there was. Mr. Brooks told me that if there was a strike—no. He asked me what I would do if there was a strike in the plant, and I told him that if there was a strike, why, and I was stopped by anybody on the street, that I wouldn't pay no attention, I would come right into work, and that was all that was said about strikes.

Q. Are you well acquainted with the employees in the spaghetti building in general?

A. Well, I know practically all the employees in the spaghetti building, that is, the fellows.

Q. The men?

A. The men, yes, sir.

Q. Did that conversation with Mr. Brooks occur in the morning or in the afternoon?

A. That conversation was in the morning.

Q. Do you recall anything unusual happening at work that afternoon?

A. Well, that afternoon a fellow came to me and introduced himself as Eddie Kranz.

[fol. 339] Q. Eddie what?

A. Kranz.

Q. Did you know this man before?

A. Well, I seen him around the factory but I didn't know him to talk to.

Q. And where were you when he came to you?

A. I was working.

Q. Go on.

A. Well, see, it was just before the flood, and we were doing different jobs around getting ready for the flood, picking up stock and moving cases around. It was just before the flood. Mr. Kranz called me over to the side—no, I beg your pardon. A fellow came over to me and said, "Mr. Kranz wants to see you over there." It was Joe Mageria. Well, I went over and I asked him what he wanted, and he asked me what I thought about the union.



I said, "Well, I don't like them." And he says, "Well, I am glad to hear that. Here is—" He said, "We are starting up an organization that is called the Heinz Employees Association." He said, "We are putting out petitions, and here is a slip here." And he says, "See how many fellows are of the same opinion as you are, and get them to sign this slip."

Q. I show you Board's Exhibit 7. Will you look at that, please, and state is that the kind of a slip which Mr. Kranz gave you?

A. Yes; he gave me about three or four of these slips.

Q. It had that wording on it?

A. The same exact wording?

Q. But no names on it?

A. No names on it.

Q. And what were you to do with these papers?

A. Well, he told me to take this slip around and get the fellows to sign their names on it. Well, at the time, I didn't go into detail with him. I didn't question him. I just took his word for it that this was to be headed by some union person, and I went around, and I asked the fellows if they want to sign.

Q. Now, pardon me a minute. About what time was it when Kranz came to you?

A. Oh, this was about, I would say half past 1:00 or 2 o'clock.

[fol. 340] Q. During your working hours?

A. Yes, sir.

Q. And did you solicit signatures that afternoon?

A. Yes, sir.

Q. So far as you know, should Mr. Kranz have been at his work at that time?

A. Well, I believe he should have.

Q. Did you raise the question of going around during working hours and getting signatures with Mr. Kranz?

A. I asked him. I says, "Well, when do you want me to get these signatures?" He says, "Start getting them right away." I says, "I am supposed to be working." He says, "That is all right; your foreman will let you go." I says, "But what will Mr. Brooks say?" He says, "That is all right with him, too."

So I didn't want to take his word for it; so I hunted up Mr. Brooks, and I showed it to him, and Mr. Brooks—

Q. Let me interrupt there just a minute.

Mr. Reed: Let him finish. What did Mr. Brooks say?

Mr. Kleeb: I will develop that.

By Mr. Kleeb:

Q. Did you contact Mr. Brooks that same day?

A. Well, not that same day.

Q. What—

A. Not that same afternoon.

Q. Did you spend the afternoon soliciting signatures?

A. That is right.

Q. Did any boss or any foreman or boss in any part of the spaghetti building stop you that day?

A. Mr. Kearns stopped me on the first floor. I was working on the fourth floor, but I was all over the building that same day, and I was down on the first floor, and I saw Mr. Kearns down there. And I called some fellow from his work, and I asked him to sign this, and he asked me what it is. I says, "Oh, it is a company union." and he—just then, when I called this fellow from his work, Mr. Kearns called me aside, and he said, "Let me see that, Armstrong." And I showed it to him. And he says, "What are you doing with that thing?" I said, "Well, this is a slip." He says, "Well, does Mr. Brooks know about this slip?" I [fol. 341] says, "Well, I will go and see him."

Well, I went and I hunted him up—well, it was—I was quitting then. Well, that next morning, the first thing I did was to hunt up Mr. Brooks, and I asked him if the slip was o. k. And he looked at it, and he says, "Yes, I have seen them. All right." They were o. k. Well, then, I saw Mr. Kearns the next day and I showed it to him, and I told him that Mr. Brooks said it was all right. And he told me if it was all right with Mr. Brooks it was o. k. with him.

Q. Who was your foreman?

A. Mr. Mozeyka.

Q. Mozeyka?

A. Mozeka, M-o-z-e-y-k-a.

Q. What is his first name?

A. Freddy.

Q. He is your foreman?

A. Yes, sir.

Q. Did he ever call you for leaving your work and getting signatures?

A. Well, he used to send a fellow on to take my job while I went to get signatures.

Q. Did he ever bawl you out for leaving your work and getting signatures?

A. No, sir, never said a word.

Q. Did you tell your foreman what you were doing?

A. Well, I showed him the slip what I was doing.

Q. And what did he say to that?

A. He told me, he said, "Well," he says, "you know what you are doing." So I imagined it was all right with him. He never bawled me out.

Q. About how much time did you spend after this incident with Kranz soliciting signatures on company time?

A. Oh, maybe two hours a day, three hours a day. In that entire week I gues I lost about six, seven hours. I was——

Q. Were you docked in pay for that?

A. No, sir.

Q. State whether or not you had occasion later on to discuss this same thing with Mr. Brooks?

A. Well, yes, I did.

Q. When?

A. One morning Joe Mageria came and told me that Mr. Brooks wanted to see me.

[fol. 342] Q. Do you recall how much time elapsed between your prior conversation with Mr. Brooks and this incident?

A. Well, I don't know exactly. It must have been about three or four days.

Q. And who is Joe Mageria?

A. Joe Mageria is a—he fixes machines on the fourth floor.

Q. And did you then go to Mr. Brooks' office?

A. That is right.

Q. What time of the day was it?

A. That was in the afternoon I went to Mr. Brooks' office.

Q. During working hours?

A. Yes, sir.

Q. Was anyone in the office besides Mr. Brooks?

A. Well, there is two offices. He come out of his one office, and we went into a private office on the side, and he started talking to me about this union.

Q. Tell us now, as carefully as you can, just what the conversation was between you and Mr. Brooks on that occasion.

A. Well, Mr. Brooks says, "Armstrong," he says, "this thing isn't moving fast enough." He said, "The names

aren't coming in fast enough." He says, "Why don't you get some help?" He said, "For instance, get Andy Hubstenberger from the first floor and Louis Beniquista, and Andy Porack from the seventh floor."

He said, "That will help you get the names faster."

And I says, "Well, all right," I would see them.

So I left the office.

Q. Did he say anything about the inside or outside unions at that time? ?

A. Not that I recall.

Q. Did you at the time know Andy Porack?

A. Yes, I did.

Q. Did you know—who is the other one, Louis Beniquista?

A. Yes, I knew him.

Q. And the other one was?

A. Hubstenberger.

Q. Did you know at the time why Mr. Brooks should choose those three men?

A. No, I didn't know at the time, no.

Q. Did you make any reports to anyone as to the progress [fol. 343] you were making in getting signatures.

A. I made reports to Eddie Kranz over in the glass-testing department. I would get names one day and I would take a slip over and give it to him, and he would give me another one or two slips to fill up for the next day.

Q. Well, does Eddie Kranz work in the glass-testing department?

A. Yes, he does.

Q. How did you know to go over there and give it to him?

A. That is where he told me to come.

Q. You would get some signatures to some petitions and turn them in to him?

A. That is right.

Q. And he would give you some more blanks?

A. That is right.

Q. Did you follow Mr. Brooks' suggestion and contact these three employees in the spaghetti building?

A. Well, I contacted two of them, Louis Beniquista and Andy Hubstenberger.

Q. Why didn't you contact Andy Porack?

A. Well, he happened to be an officer in the outside union.



Q. Is that the reason you didn't contact him?

A. That was the reason.

Q. What happened when you contacted Andy Hubstenberger and Louis Beniquista?

A. I gave Andy Hubstenberger a slip one afternoon and he—I came back for it the following morning and he said they had torn it up and thrown it away, and Louis Beniquista, the strike started before I got a chance to talk to him.

Q. Mr. Armstrong, do you personally know who started the Heinz Employees Association?

A. No, I do not.

Q. Do you know who printed the petitions given you by Eddie Kranz for you to get signatures?

A. I don't know that, either.

Q. Did you attend any meetings of the association?

A. No, I did not.

Q. Do you know anything about the association?

A. No, sir.

Q. At the time you talked with Mr. Brooks did you or did you not think it unusual that Brooks and your foreman [fol. 344] permitted you to walk around the building as you saw fit?

A. It did seem kind of strange.

Q. Did you think much of that fact at the time?

A. No, I didn't.

Q. Why didn't you?

A. Well, I had been in spaghetti so long, and I figured it as sort of a promotion for me.

Q. How do you mean, you thought it was sort of a promotion that you should do this?

A. Mr. Brooks was promising me, he promised me two or three jobs that were better than I had before that. Once he promised me a job on a double seamer, and I didn't get that job, and he promised me one as assistant foreman on the fourth floor, but both of the jobs fell through, and I figured maybe he was giving me a chance again.

Q. Is it customary for employees to go around the building in all departments and leave their work and get signatures to petitions?

A. No, I don't think it was.

Q. Did you ever lose a penny of your pay for not doing your work?

A. No, sir.

Q. Who took your place at work when you were absent getting these signatures to these petitions?

A. Well, when I was sealing, Joe Mageria would take my place, but on this afternoon nobody took my place, when I was working on this flood stock, getting all the stock from the first floor.

Q. Were you ever requested by anyone to attend an association meeting?

A. Kranz requested me to attend a meeting.

Q. What meetings was this, if you remember?

A. I believe it was the first meeting they held.

Q. Did you attend?

A. No, I didn't.

Q. What did you tell Kranz, if anything?

A. Well, I don't recall. I don't remember if I told him anything or not.

Q. Was the meeting to be held during working hours?

A. No, the meeting was not to be held during working hours, at 5:30.

[fol. 345] Q. Did you—Would you not have been working at 5:30?

A. I would have; yes.

Q. Did you attend the meeting?

A. No, I didn't attend the meeting.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. This promise of Brooks for another job, that was long before this happened, wasn't it?

A. Yes, it was.

Q. It had nothing to do with this soliciting you were doing?

A. No.

Q. And Kranz is just a fellow employee, he is no superintendent or foreman?

A. That's right.

Q. Neither were these other men that he mentioned to you, were they?

A. No, they weren't.

Q. It wasn't unusual for Mr. Brooks to gather the people of your department together for a meeting, was it?

A. No, it wasn't.

Q. You had safety meetings, and meetings at which you discussed cleanliness and a lot of other things, didn't you?

A. That's right.

Q. And at this one meeting he discussed whether a union was a good thing or not?

A. That's right.

Q. And his whole theme was, "We mustn't have a strike or shutdown"?

A. That's right.

Q. He said strikes didn't do anybody any good?

A. Yes.

Q. And the whole talk was to try to prevent strikes?

A. Yes.

Q. He didn't try to get you to join a union, or not, did he?

A. In a way, yes.

Q. You knew how he felt about it, but he didn't try to influence you, did he?

A. I figured he did, when he said it was all right to join these names. I figure it was——

[fol. 346] Q. He didn't say it was all right for you to go around during working hours, did he? He told you it wasn't?

A. No, he didn't.

Q. Didn't Mr. Brooks tell you you should not solicit memberships during working hours?

A. No, sir.

Q. You showed him the slip and he said the slip was O. K.?

A. Yes, he said, "I have seen others like it."

Q. But he didn't tell you to go around and get signatures during working hours?

A. He didn't tell me not to, either. It was during working hours when I spoke to him.

Q. You didn't ask him if you had a right to do that during working hours?

A. I don't know. He saw me signing up during working hours.

Q. When Kranz stopped you he said you shouldn't do it during working hours?

A. He said, "Well, does Brooks know about this?" when he saw me doing it.

I said, "Yes."

He says, "Well, if it's all right with Brooks it's all right with me.

Q. You did, later, join the other union?

A. Yes, sir.

Q. And Brooks never said anything to you about that, did he?

A. Right after the strike I was—I don't know the exact time, but I was in the washroom, and Mr. Brooks was in there, and he says, "What kind"—He said, "You are a hell of a guy, aren't you?"

And I said, "Why, what do you mean?"

He said, "What side are you on?"

I said, "I am on the side I think is the best."

He said, "That's your opinion", and he walked out of the washroom, and that's all that was said.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. It wasn't customary for Mr. Brooks to have assembled meetings of your department to talk about unions, was it?

A. No, it wasn't.

[fol. 347] Q. That was the only time he ever did that?

A. Yes.

Q. That time you went to Mr. Brooks about getting signatures to these petitions during working hours you asked him if it was all right, didn't you?

A. Yes.

Q. And he said it was?

A. Yes.

Mr. Kleeb: That's all.

Mr. Reed: That's all.

(Witness excused.)

BENNIE ZECCA, called as a witness by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. Bennie Zecca.



Q. Where do you live?

A. No. 2 Diana Street, Spring Hill.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir, I am.

Q. How long have you been employed there?

A. Eight years and five months.

Q. What department?

A. Spaghetti department.

Q. That's in the spaghetti building?

A. Yes, sir.

Q. Were you ever approached during working hours to join the Heinz Employees Association?

A. Well, I wasn't exactly approached but I was sent down to the office once, Mr. Brooks' office, and he just asked me a few things about—

Q. What did he ask you?

A. He asked me if I knew about these unions going on, and I says, "Yes, I do, but I don't know so much about them," because I had been sick the week before, when all this union business was going on, and I didn't know a whole lot about it; so he says, "Well, you know you have been making your work here for over eight years," and he says, "it hardly seems right for you"—To "treat us right"; and [fol. 348] I said, "Yes, I agree with you there but I haven't made up my mind what union I want to belong to, because I don't know what each of them is doing; what good I am going to get out of each one."

So he says, "Well," he says, "Louis Beniquista is a man can tell you something about it." So he says, "Why not go up and see him?"

Well, I was supposed to get done at 12 o'clock that afternoon, and I had made an appointment to be some place later on, and there was a man away from my job, so I had to work that afternoon, and my appointment was broken for that time, and I figured if I get there three or four o'clock, maybe I can still fill it, and he says, "Why not go up to see him now?" And I says, "Well, I don't have any time." I says, "I will be glad to go up to see him some time again."

He says to me, "Oh, so you don't want to go up to see him?"

I said, "Not exactly." I said, "I don't just have the time right now." I says, "I will go up and see him later," and that was all—

Q. Were you ever asked to join the association by any fellow-employee?

A. No, I was never asked by anybody, by any fellow-employee.

Q. Did Mr. Heinrich, the superintendent, ever discuss unions with you?

A. Well, there was one time I was working at a gate, watchman there, a man that was sick there, and I took his place, and he was trying to approach me, and he said, "Bennie."

I said, "Yes?"

He says, "How come you are doing this work here?"

I says, "Well, Mr. Russell, the man that takes charge of the watchmen, he asked me to come down here, and I came down here."

He said, "Do you know that if it was union here, do you know what pay you would be getting?"

I said, "No." I said, "I imagine I would be getting the same as I am now."

He says, "Well, the watchman's job is not a hard job." He says, "It doesn't require much." He says, "You wouldn't get the same amount of money on that job as you would for the regular job you do."

And I said, "I really didn't stop to think that far, because it's customary for the company, at any time there isn't any [fol. 349] work in your own department, to go to work in another department, and they still pay you the same wages, whether you sweep or stack or regardless what it is," and that's why I didn't think that far. And that's all he said about that; then he went away.

And there was another time I was approached by Mr. Heinrich and Mr. Ruddick.

Q. Who is Mr. Ruddick?

A. That's the safety man we have there; and this time I happened to be unloading five-gallon pulp.

Q. About when was this?

A. Oh, this was, I judge, about two weeks before the strike.

Q. What was said to you?

A. And he seen me there and he called me over and said, "Bennie, who are you working for?"

I says, "For Mr. Young." That's the man that takes care of the unloading, any kind of unloading. And Mr. Ruddick was there with him, and they had a little discussion

about, oh, about the flood, anyhow, and about different things, about him meeting my wife, and things like that, that I should ask her what I should do, you know, and I said, "Well, my wife doesn't say much about it. She figures whatever I say goes, because"——

Q. What you should do about what?

A. About this union business, whether I should go for the inside union or outside, and I says, "Well,"——

Q. Did Mrs. Heinrich state which one he preferred?

A. No, he says he didn't care what union was there. He made one point plain to me. He said, "Your job is running a crane," he said, "if there is an outside union in here your job is a crane-operating job, and we have no other job for you, you go home, you don't get no other work unless we have that particular type of job."

And I says, "Well," and he says, "This way you could do any of them."

Q. Did he say that would not happen if there was an inside organization in? That you would get other work if you had an inside organization.

A. He says, "The way things are now," he says, "If there is no work in your department, if we have work for your any other place you would get it."

Q. But that would not happen if the outside organization had been in?

[fol. 350] A. No. If I would sign up for a craneman's job and there was no craneman's job to do, I would go home until they would have that work.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. In other words, if you belonged to the cranemen's union you couldn't work as a watchman is that it?

A. Perfectly right. No other work but that job, if I signed for that job.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. With the cranemen's union or the outside union?

A. Well, the outside union, but if you would sign for the cranemen's, that would pay more than labor or for

watchman, because that's more of a—It is not like any other job. It requires a little skill.

Mr. Kleeb: That's all.

(Witness excused.)

ALBERT DALLY, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Albert Dally?

A. Yes, sir.

Q. You live at 816 Blossom Way, North Side, Pittsburgh, Pennsylvania?

A. I do.

Q. And you are now employed at the H. J. Heinz Company?

A. I am.

Q. About how long have you been employed?

A. About four and a half to five years.

Q. Are you in the spaghetti building?

A. I am.

Q. Do you know Clifford Armstrong?

A. I do.

Q. Were you, during working hours, approached by him [fol. 351] to sign a petition for the association?

A. Yes.

Q. Do you recall about when that occurred?

A. That was some time in April; about 2:30 in the afternoon, I don't remember the exact date.

Q. Latter part of April?

A. Well, around that, yes.

Q. Did you sign?

A. No.

Q. Have you ever signed with the association?

A. No.



Q. Did anyone else ever approach you about the association?

A. No—Wait a minute; what do you mean by that?

Q. About joining it, or attending meetings, during working hours; did any boss or official approach you with reference to the association?

A. I was talked to about the union, but not the association.

Q. Who talked to you about the union?

A. Mr. Brooks called us into the office and we was in there about three quarters of an hour.

Q. Who do you mean by "we"?

A. A craneman and I, fellow-worker; Sam Beniquista. He was talking about the union and the way things were running.

Q. When did this occur?

A. About a week before Clifford approached me.

Q. Clifford Armstrong?

A. Yes.

Q. How did you know to go to Mr. Brooks' office?

A. He called us down.

Q. You and Mr. Beniquista?

A. Yes.

Q. Take you from your work?

A. Took us from our work.

Q. What did he talk to you about it; the best you can recollect?

A. I can't say I remember that very much; mostly all about the price of the products going up, and different things in that order.

Q. What did he say about unions?

A. He didn't say nothing, but towards the end he just asked Sam what way he was leaning; in other words, in that respect. I don't know the exact words. And he said he was neutral, he was for neither side, and he reprimanded [fol. 352] Sam for not being one way or the other. He worked there for 14 years, and he ought to know what side he belonged to, and he asked me, and I said, "The outside." That ended the discussion at that time.

Q. Is that the best you can recollect?

A. Yes.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. You belong to the union, do you?

A. I do.

Q. What is the nature of the work you do?

A. Sterilizing.

Q. Do you have charge of that?

A. Not charge; I do sterilizing work.

Q. But there are a number of people work under you, for you, are there?

A. I would not say they work under or for me, no.

Q. Are you paid by the hour?

A. Yes.

Q. Are they paid piecework?

A. No; straight.

Q. Or paid by the hour?

A. Paid by the hour.

Q. Do you lay out the work for them?

A. No, the work is assigned by the foreman.

Q. What do you do?

A. Sterilize. I send the fellows their lunch. That's about all I have to do. I have nothing to do with bringing them in or sending them home.

Q. Is your work the same as Gerhard's work?

A. He has charge of the machines.

Q. Same kind as yourself?

A. No.

Q. Is yours the same as Bennett's?

A. No.

Q. Do you give the men instructions?

A. No, we have just retorts, sterilize retorts. Our foreman puts a man on this project and another on this part. I have nothing to do with that at all.

Q. How many men work in your department?

A. I imagine about eight or nine of them, all told. They don't come in all together.

Q. It was quite a usual thing for Mr. Brooks to have conversations with the people either singly or in groups in [fol. 353] the department, wasn't it? There was nothing

unusual about your conversation with Brooks that day, was there?

A. This day it was, to me.

Q. Why?

A. Well, it just seemed that they were all talking about union at that time, and it just seemed unusual he should pick me out.

Q. Everybody in the plant was talking about unions at the time?

A. Yes, but I was never approached about that before, until he did.

Q. But the whole plant was talking union all the time during those days?

A. Yes, I just got it from one workman and the other, but this was the first time.

Q. And didn't Mr. Brooks tell you that day it was your own business, you could belong to any union you wanted to?

A. Yes.

Mr. Reed: That's all.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: May I make a remark off the record?

Trial Examiner Walsh: Yes.

(Remark off record.)

Trial Examiner Walsh: We will have a 10-minute recess at this time.

(Thereupon a short recess was had.)

Trial Examiner Walsh: The hearing will come to order.

JOSEPH MARAK, a witness previously called, was recalled for further redirect examination as follows:

Redirect examination.

By Mr. Kleeb:

Q. You testified previously?

A. Yes, I have.

Q. Are you familiar with the procedure followed by the Heinz Company with reference to discharging its employees?

A. Yes, I am.

Q. Would you relate, as far as you know, what that practice is at the plant?

[fol. 354] A. Well, in the hiring end of the plant, you are hired through the employment office. That's the only way you are hired. You are not taken directly in, you are taken through the employment office, and give them your history, and then you are hired as an employee and taken out to the department you are assigned to.

Q. And how about firing?

A. There is no foreman in the plant that fires directly. Practically everyone that is fired from the H. J. Heinz Company in the Pittsburgh plant is discharged through the superintendent's office.

Now, for example, if I am caught doing anything by anyone that is superior to me, even say so much as Bennett, if Bennett would catch me doing something wrong, he could turn me in to Mr. Heinrich, and, if Mr. Heinrich approves you should be fired, he is the man fires you, and he fires through the bosses' recommendation.

Q. And Heinrich is general superintendent of the plant? Do you know Mr. Oscar Hayes?

A. Yes, I do.

Q. What do you know about his job in the factory? Is he a superintendent or a boss?

A. Mr. Hayes is more than a boss.

Q. What is he, as far as you know?

A. Mr. Hayes, as far as I know, the outline of his work, he is just sort of going around to see everything in general. If you have an order to get something out of the stockroom or something, and you want to go, like they furnish, say, glass protectors for jobs where you have the possibility of getting your eye chipped, you go to this stockroom to get them. You have to have an order written out by the foreman. You take this order to the factory office and it's almost always signed by Mr. Hayes or his secretary signs it there, and her name, she put her "pre" underneath.

Q. He does have a secretary?

A. The secretary signs for Hayes and she puts her "pre" underneath, if he is not in the office at the present time, and if anything is taken out of the factory, such as goods, it is almost always signed by Mr. Hayes.



Q. And what you consider Mr. Hayes, as a workman?

A. I always considered him as an assistant foreman.

Q. Yes.

[fol. 355] A. An assistant superintendent; Mr. Heinrich's assistant.

Mr. Kleez: Cross examine.

Cross-examination.

By Mr. Reed:

Q. You don't know that Bennett has any right to make any recommendations for discharge, do you?

A. Any man with superiority over employees has the right.

Q. You don't know that, do you?

A. Yes, I do.

Q. How do you know it?

A. Because I know the procedure that follows. I am on the grievance committee of the union.

Q. Don't you know, as a fact, every recommendation of dismissal has to come from the foreman; has to be approved by Mr. Heinrich?

A. Yes. I say Bennett is an assistant foreman, too.

Q. But anybody can complain about anybody else; foreman or fellow workman or anyone else?

A. I said anyone with a superiority state can complain.

Q. You can complain if it's in the same category?

A. On the stool-pigeon system, you mean, yes.

Q. One employee can complain if a fellow workman doesn't do his work right.

A. Yes, but not from the firing end of it. He complains to the boss and the boss will straighten it out.

Q. But if the foreman looked into the matter and wanted the man dismissed, he would report to Mr. Heinrich?

A. Yes, he would. To the best of my knowledge, that's the way it was done. That's the way it has been done.

Mr. Reed: That's all.

Mr. Kleez: That's all.

(Witness excused.)

EDWIN FAIRLY, a witness by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

By Mr. Kleebe:

Q. You are Edwin Fairly?

[fol. 356] A. Yes, sir.

Q. You live at 1003 Langtry Street?

A. Yes, sir.

Q. You are employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been working for the company?

A. Practically, about, three and a half years.

Q. What department?

A. Spaghetti.

Q. Did you ever attend any meeting of the Heinz Employees Association?

A. No, sir—Yes, sir, one.

Q. When was that?

A. At Carnegie Music Hall, on the North Side.

Q. Do you recall whether or not that was the meeting of May 11, 1937?

A. I think it was.

Q. Did you see any officials of the company at that association meeting?

A. Well, I saw Mr. I. C. Bennett.

Q. Was he in charge of the meeting?

A. Yes, sir. He was on the platform with an attorney by the name of Mr. McDonald.

Q. Did you observe Mr. Hargraves being present?

A. I didn't notice Mr. Hargraves.

Q. Mr. Fairly, in your department at the plant did you ever observe any person or anyone going about the department soliciting membership in the association?

A. Yes, I have.

Q. Who?

A. There was a girl by the name of Hildebrand.

Q. Is that Catherine Hildebrand?

A. Yes, sir.

Q. Does she work in your department?

A. Now I couldn't say where she is at.

Q. When did you observe her soliciting signatures for membership in the association?

A. Right before the strike.

Q. At that time was she an employee in your department?

A. Yes, sir.

Q. Do you know in what capacity?

A. No, I couldn't say.

[fol. 357] Q. What did you observe this Hildebrand girl doing?

A. Well, she had a slip of paper.

Q. Did you see the paper?

A. I saw the paper.

Q. I show you Board's exhibit 7. Will you look at it and state if that is like the paper that Catherine Hildebrand had?

A. Yes, sir.

Q. The wording was the same?

A. Yes, sir.

Q. What did you observe her doing with that paper?

A. She was going to the women and asking them to sign up.

Q. You mean from girl to girl?

A. From girl to girl.

Q. Did you ever hear her asking anyone to sign?

A. I heard her ask these women to sign.

Q. Did you say you did not know what Catherine Hildebrand was doing at that time, what her work was?

A. Possibly she was a timekeeper.

Q. Do you know or don't you know?

A. I am not positive.

Q. Is it usual for that kind of thing to be done, for an employee to go around to the girls and solicit signatures for the papers?

A. No, sir.

Q. Was it done during working hours, of the girls?

A. Yes, sir.

Q. Are the girls in that department on piecework or hourly work?

A. Well, some of them are on piecework.

Q. Did you notice her approaching them, too?

A. Yes.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. Do you belong to the union?

A. The outside union.

Q. Are you an officer of it?

A. No, sir.

Q. Did you belong at the time you saw Catherine Hildebrand going around?

A. I was on the fence at that time.

[fol. 358] Q. Nobody made any complaint to the foreman that you know of that she was going around during working hours.

A. No, sir.

Q. Did you ever seen any union cards signed up during working hours?

A. No, sir.

Q. Not a one? The union didn't get any members during working hours?

A. I don't know whether they got any members or not.

Q. Bennett, this man you saw at the meeting, he is a fellow-employee? You know him, don't you?

A. I know of him. I don't know him personally.

Q. You don't call him an official of the company-do you?

A. All I know is what I hear from the boys that work for him, he is an assistant foreman.

Q. Mr. Kleebe said, "Did you see any officials of the company at the meeting?" And you said, "I see Bennett."

You don't claim he is an official of the company?

A. No, that's the only one I saw.

Q. You don't think he is an official of the company, do you?

A. No, sir.

Q. He is not so regarded by the men, is he?

A. No, sir.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleebe:

Q. Do you consider him a boss?

A. He wears the uniform of a boss.



Q. I mean, an official might be a president of a company or vice president, but I mean, do you consider Bennett a boss or supervisory boss at the H. J. Heinz Company?

A. Yes, sir.

Q. By the way, who is the foreman or forelady of this department you are in?

A. The forelady is Miss Helen Hans.

[fol. 359] Q. The foreman; no foreman?

A. Mr. Rooney, I believe, is in charge.

Q. Did you observe either one or both of those bosses being present when this Hildebrand girl was soliciting these things?

A. The floor lady was on the floor.

Q. Could she help but see Catherine Hildebrand doing this? Could she see her doing it?

A. Yes, sir.

Q. Did she stop her?

A. No, sir.

Q. Did you observe about how long or how often this Hildebrand girl would go around with this petition?

A. Well, I saw her once.

Q. And were you able to observe how much time she spent that one time in doing it?

A. Well, possibly 15 to 20 minutes.

Mr. Kleeb: That's all.

Recross-examination.

By Mr. Reed:

Q. In your department are there lots of people who wear white uniforms who are not bosses or foremen? There are, aren't there?

A. Yes, sir.

Q. That's what you referred to as a foreman's uniform?

A. Yes, sir.

Mr. Reed: That's all.

Examination.

By Trial Examiner Walsh:

Q. Mr. Fairly, just a moment. You testified that this Miss Hildebrand solicited membership by the presentation of this slip. Did she present it to you?

A. No, but I saw her, there was a lady right next to me, where I was working, and she come up to this lady and asked her.

Q. And you saw the slip at that time?

A. Yes, sir.

Q. Was it offered to you by your fellow-employee?

A. No.

Q. How did you happen to see it?

A. It was right alongside of me. She was on my right, and I happened to look at the paper.

Q. Were you solicited for membership by anybody into [fol. 360] this employees' association by being presented with such a slip?

A. No, sir.

Trial Examiner Walsh: That's all.

(Witness excused.)

Mr. Kleeb: If the Trial Examiner please, counsel for the Board expected the preliminary stages of this hearing to take longer than they did, and, as a result, only had eight witnesses present. He has now exhausted his witnesses, and has no more, and asks to have the hearing adjourned until tomorrow morning at 10 o'clock.

Trial Examiner Walsh: We will adjourn until 10 o'clock tomorrow morning.

(Thereupon, at 3:20 o'clock p. m., the hearing was adjourned to tomorrow, Tuesday, November 16, 1937, at 10 a. m.)

The hearing in the above-entitled was resumed, pursuant to adjournment on yesterday, at 10 o'clock a. m., Tuesday, November 16, 1937.

Before J. Raymond Walsh, Trial Examiner

### Proceedings

#### Appearances:

Robert H. Kleeb, on behalf of the National Labor Relations Board.

Earl F. Reed, Esq., Donald W. Ebbert, Esq., and R. G. Bostwick, Esq., of the firm of Thorp, Bostwick, Reed & Armstrong, 2812 Grant Building, Pittsburgh, Pennsylvania, on behalf of the respondent.

Trial Examiner Walsh: The hearing will please come to order.

FRED DEARING, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. Fred Dearing.

Q. Where do you live?

A. 238 42nd Street, Lawrenceville.

Q. That's Pittsburgh, Pennsylvania?

A. That's right.

[fol. 361] Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been employed there, approximately?

A. Close to—About 11 years.

Q. What department are you in?

A. Mustard department.

Q. Who is in charge of that department?

A. Johnson Noel.

Q. State whether or not you attended a meeting of the Heinz Employees Association on May 11, 1937.

A. Will you give me that question again, please?

Mr. Kleeb: Read the question.

(Previous question read by the Reporter.)

A. I did.

By Mr. Kleeb:

Q. Where was that meeting?

A. North Side, Carnegie Hall.

Q. Did you see any bosses there?

A. Assistant bosses, yes.

Q. State whom you saw.

A. I. C. Bennett, Frank Capan, and Joe Greenier.

Q. Who is Frank Capan?

A. He is the assistant boss of the branch house stock of the shipping department.

Q. Joseph Greenier, he is what?

A. He is also an assistant.

Q. What department?

A. I believe it's the branch house stock, somewhere in the shipping department.

Q. Was this the first meeting of the association you have ever attended?

A. It was.

Q. Have you ever attended any since that time?

A. No, sir, that was the one and only.

Q. Prior to that meeting were you ever approached during working hours by anyone to sign up for the association?

A. I was; by a mechanic, Frank Kirschner.

Q. Does Frank Kirschner work in your department?

A. He is a mechanic in the mustard department, yes, sir.

Q. Ordinarily what is his job? I mean, what is he doing all day?

[fol. 362] A. He takes care of the repairing of the machines on breakdowns and so on, and in the filling and bottling, mustard department.

Q. Do you recall when it was Kirschner approached you, what month or what time of the month?

A. During May.

Q. Prior to this May 11th meeting you attended?

A. I presume it was, yes.

Q. State what occurred, please.

A. Well, Mr. Kirschner came up to me and he asked me if I wanted to join up, sign a paper, he had some kind of a statement in his hand.

Q. Excuse me a minute. I would like to show you Board's exhibit 7. Will you look at it, read it, and state if that is the kind of paper Mr. Kirschner showed you and wanted you to sign?

A. Yes, sir, that's the kind of a paper it was.

Q. Did you read the paper he had?

A. Had a few words, but I don't recall; it was typewritten at the top, just a few lines at the top of the sheet.

Q. And it was similar to this paper?

A. Similar to that, yes.

Q. Were there any signatures on it when you saw it?

A. Yes, one or two.



Q. What did Frank Kirschner say?

A. He asked me if I wanted to join, sign the paper. That was one day, and I told him, No, I would think it over; and the following day he come around again and he asked me if I had decided to sign up and I told him right out, No, as far as signing that paper or any other paper, if you are not up on your job it don't mean nothing. I said I wouldn't sign.

Q. Were you approached by anyone following that?

A. No, sir.

Q. Those were the only occasions when you were approached about this association?

A. Yes.

Q. Did any boss ever approach you, any foreman or supervisor?

A. No, sir.

Q. You never have signed into the association?

A. No, sir. I signed up with the A. F. of L. and that's where I am at today.

[fol. 363] Q. Was this petition circulated by Kirschner in full view of the boss of the department, if you know?

A. No, the boss wasn't around at that time. That took place up on the fifth floor in the spice department. There was no boss around.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. This Frank Capan and Joe Greenier are hourly employees, are they not?

A. I think they are, yes, sir.

Q. They work the same as the other people? They are leaders of the group?

A. I know they have uniforms. They are dressed as bosses, I know that.

Q. They were eligible to vote in the election you had over there, weren't they?

A. I don't think they were.

Q. You don't know whether they were or not do you?

A. I don't see why they should be; if they were bosses or assistants, they couldn't.

Q. You don't know whether they were permitted to vote or not, do you?

A. I don't know whether they voted or not, no.

Q. Did you have anything to do with the election?

A. What do you mean?

Q. Did you have anything to do with the arrangements for the election, the conduct of it, or anything of that kind?

A. No, sir.

Q. When did you join the A. F. of L.? Before that May 11th meeting or after?

A. It was, I presume, before the May 11th.

Q. You were one of the union members who went to the association?

A. I know I had attended one of the outside-union meetings, and then I joined, and that was official. That's when I joined.

Q. You were one of the union men that went to the association meeting on May 11th at Carnegie Hall?

A. One of the union men? That meeting was for all, that wasn't only for the union.

Q. Weren't you a member of the union then?

A. What?

[fol. 364]. Q. You were a member of the union at that time?

A. Yes, sir.

Q. Were you in the picketing group, that picketed the meeting?

A. Not at the Carnegie Hall meeting, I wasn't picketing there.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kléeb:

Q. Do you know, personally, that Frank Capan and Joe Greenier wear the white uniform and hat of the boss; is that right?

A. Yes, sir.

Mr. Kleeb: That's all.

(Witness excused.)

MICHAEL J. HALLER, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Michael J. Haller?

A. Yes, sir.

Q. You live at 1019 East Ohio Street, North Side, Pittsburgh, Pennsylvania?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes.

Q. Approximately how long have you been employed there?

A. Four years, just about now.

Q. And in what department do you work?

A. It is called the B. G. department. I usually work in the chicken-cleaning department or the vegetable-preparation department house, but they are all confined in what they call the B. G. department.

Q. You clean chicken for the chicken that goes into chicken soup?

A. Yes, sir.

Q. And you prepare vegetables that go in vegetable soup?

A. Yes, sir.

Q. Who is boss of that department?

[fol. 365] A. Mr. Ladish.

Q. Did you ever attend any meetings of the Heinz Employees Association?

A. I attended the first meeting that they held at the Carnegie Music Hall up here on the North Side.

Q. That was about May 11, 1937?

A. I don't know the exact date, but it was around there.

Q. Was this, to your knowledge, the first meeting the association held at the Carnegie Music Hall?

A. It was the first meeting they held at the Carnegie Music Hall, yes.

Q. Did you see any bosses or foremen present at this meeting?

A. I saw Frank Capan, Joe Greenier, and Bill Sipple, was a straw boss.

Q. Did you see I. C. Bennett?

A. I. C. Bennett; he was the chairman of the meeting.

Q. Mr. Haller, were you ever approached by anyone to join the association?

A. No, sir.

Q. Do you belong?

A. To the association?

Q. Yes.

A. No, sir.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. Did Bill Sipple wear a foreman's uniform?

A. No, he doesn't, but he is a straw boss, and I took orders from him and I have known him to give orders.

Q. What is a straw boss. What do you mean by a straw boss?

A. A man who has supervisory capacity under the foreman, and he gives orders to men. He has a certain job that he is told to do, and he has the power to give orders to his men to do that job.

Q. Is no one who gives orders to anybody else eligible to belong to your union?

A. Please repeat that?

Q. Do you exclude everybody who gives orders to anybody else from your union?

A. No, but when they are in a supervisory capacity like [fol. 366] he is, that's more than an ordinary worker. I consider him as a straw boss.

Q. You say Bill Sipple is not eligible to belong to your union?

A. I won't say that. I won't say that he is not eligible to belong to our union.

Q. Then there was no impropriety in his being present at the association meeting, was there, that you saw?

A. Well, he could be at the meeting, I suppose.

Mr. Reed: That's all.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: Carl Lukitsh.



CARL LUKITSH, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Karl Lukitsh?

A. That is right.

Q. You live at 1824 Brahm Street, North Side, Pittsburgh, Pennsylvania?

A. That is right.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been employed there, approximately?

A. I believe about four and a half years.

Trial Examiner Walsh: Speak louder, Mr. Lukitsh, please.

The Witness: About four and a half years.

Q. What department are you now in?

A. Noodle soup department.

Q. And who is the foreman of that department?

A. Mr. Young, Lawrence Young.

Q. Lawrence Young?

A. Yes, sir.

Q. Who is the forelady?

A. Miss Anna McKinley.

Q. When did you first know about the Heinz Employees Association and how did you learn of it?

A. Well, about three weeks before the strike I was pushing [fol. 367] baskets of noodle soup. They was filling noodle soup and Bob Andrew, the double seamer mechanic—

Q. Double seamer mechanic?

A. Yes, mechanic.

Q. What did he do?

A. He was going around to the girls. It was in the morning, I don't know exactly what day it was, and asked—and asking them to join the Heinz Employees Association.

Q. First, what do you mean by pushing baskets around?

A. Well, there are baskets on small trucks and when

the girls pack them up, and when they are full, and I push them away from the machine.

Q. So in doing that work you, of necessity, go to each girl?

A. No, there is just three girls there. It is the same place always. The baskets go in the same place.

Q. How did you know that Bob Andrews was asking these girls at the machines to sign up into the Association?

A. Well, when he got to these girls, these three girls were packing these baskets, I heard him.

Q. What did you hear him say?

A. He wanted to know—he asked the girls if they would join up with the Heinz Employees Association.

Q. And this was while the girls were working?

A. While the girls were working.

Q. Was it in full view of the foreman or forelady or either of them?

A. The forelady was there all the time, and the foreman, he was walking around the floor. He has charge of sterilizing, too.

Q. How many girls did you observe Bob Andrews approaching, even though you didn't hear what he said?

A. Oh, I guess about twenty of them.

Q. Did you observe that he was going from one girl to another?

A. He was going from one girl to the other.

Q. And there are how many girls about, in that department?

A. Well, right there they was running one machine. I think it was about, oh, twenty of them; I am not sure.

Q. Did you observe whether Andrews at the time you overheard his conversation with these girls have any paper [fol. 368] with him?

A. No, he did not have any paper.

Q. Did you personally know whether there was anything to be signed, and if so, where it was?

A. Well, I seen him taking a couple of girls over to a cupboard that was on the side there, a cupboard, and he had the paper in the cupboard, but I didn't—

Q. How do you know there was a paper in the cupboard?

A. I seen the paper over there when he had his hand over at the cupboard.

Q. Did you see any of the girls signing the paper which he had?

A. I seen a few of them.

Q. Were you ever handed the paper by Bob Andrews to sign?

A. No; he come and asked me if I wanted to join. He asked me after he was through talking to all the girls, and then he came to me and asked me if I wanted to join.

Q. And what did you tell him?

A. I told him, "Nothing doing."

Q. State whether or not you ever requested to see the paper or read the paper?

A. No, I didn't.

Q. What is the work of Bob Andrews, if you know?

A. Well, when a machine breaks down, he repairs it.

Q. In that department?

A. In that department there, yes.

Q. And if a machine isn't broken down, what is he doing?

A. Well, he walks around and watches it, and he takes every hour, he takes so many cans and tests them.

Q. Well, is it customary for the employees to circulate among the employees in that department with papers and petitioners, and things of that sort?

A. No, sir.

Q. From your time working there, was this an unusual procedure for Andrews to be circulating this petition?

A. Yes, sir.

Q. Did you observe the forelady or foreman ever stopping [fol. 369] or reprimanding Andrews for spending his time doing this?

A. No, sir, they didn't say anything to him.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. This man who was speaking to the girls is a fellow workman?

A. He is a fellow workman.

Q. Not a foreman or superintendent at all?

A. Not a foreman; no, sir.

Q. But his job is to fix up machines that break down?

A. When they break down.

Q. And you didn't see him offering any paper to these girls when he was talking to them while they were working, but you only saw him talking; is that right?

A. He was talking to them.

Q. That is a very noisy department with the empty cans coming down that conveyor; isn't it?

A. Yes, sir.

Q. And yet you could hear what he was saying?

A. No, I didn't hear what he was saying, not to those other girls, but just to these three girls that was packing baskets. I was standing right beside him.

Q. Well, it is just as noisy there?

A. Well, you could hear what they was saying. I was right beside him. I was writing a tag out at that time to put in the basket.

Q. So you heard him talking to them about the association?

A. That one girl there.

Q. To one girl?

A. Yes.

Q. So that you are—

A. There was three around, but he went to each girl at a time.

Q. All right, but you didn't hear what was said to anybody but one girl; is that right?

A. The one girl there.

Q. And the rest of it you are guessing at what his conversation was with the girls?

A. Well, because after he went to all the girls, then he came to me.

Q. Well, but you didn't hear anything said except to one girl; is that right?

[fol. 370] A. To one girl.

Q. And the times that you say anybody sign a paper, he took them over to a cupboard, and took the paper out of a cupboard; did he?

A. I saw him taking two girls, about two or three girls, I am not sure; I don't remember exactly, over to a cupboard.

Q. Did he have that paper in his pocket or in the cupboard?

A. It was laying in the cupboard.

Q. It was laying in the cupboard. Whose cupboard was it, his cupboard?

A. That is the cupboard where they keep the aprons in and the scales where they weight the noodles.

Q. So that any time you saw any signing take place, it was over at this cupboard and not in the open in front of all the employees?



A. It was at the cupboard.

Q. Yes.

Mr. Reed: That is all.

Redirect examination.

By Mr. Kleebl:

Q. Did any of the girls that were approached by Andrews ever tell you what he said to them?

Mr. Reed: That is objected to. If Andrews said anything to them, let the girls say so.

Trial Examiner Walsh: Sustained.

Mr. Kleebl: That is all.

(Witness excused.)

Mr. Kleebl: Sophie Kos.

SOPHIE KOS, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleebl:

Q. You are Sophie Kos?

A. Sophie Kos.

Q. Do you spell that K-o-s?

A. K-o-s.

Trial Examiner Walsh: Will you repeat the spelling?

Mr. Kleebl: Sir?

[fol. 371] Trial Examiner Walsh: Will you repeat the spelling?

Mr. Kleebl: K-o-s, Sophie Kos.

By Mr. Kleebl:

Q. You live at 709 Chestnut Street, North Side, Pittsburgh, Pennsylvania?

A. Yes, sir.

Q. Speak out loud, Miss Kos, please, so we can all hear you.

Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been employed there?

A. About eight years.

Q. And in what department do you work?

A. Spaghetti filling.

Q. And is the spaghetti filling department in the spaghetti building?

A. Yes.

Q. Who is your forelady?

A. Anna Tresniack.

Q. T-r-è-s-i-a-k?

A. Yes.

Q. Who is the general foreman of your department? Who is your foreman?

A. Mr. Bruns is my foreman, but Mr. Brooks is in charge of the whole spaghetti building.

Q. Mr. Bruns is the foreman of your department?

A. Yes.

Q. About how many girls work in the spaghetti filling department? About how many?

A. About how many? Well, sometimes they have only two lines going, sometimes they have four lines going, so—

Q. If two lines are going, about how many girls are there?

A. I would say about 25.

Q. And if your lines are going about how many girls? 50?

A. I don't know quite how many girls occupy one machine. There is about 10 girls to a machine I would say, see.

Q. And how many machines?

A. Well, there were—there is four going right now.

Q. That would be about 40 girls?

A. About 40 girls.

[fol. 372] Q. Were you ever talked to, that is, you or your department by any boss about unions?

A. Yes, about a month before the strike, Mr. Bruns called two girls at a time off of their jobs, and he was talking to us about union. He mentioned several places that had a union and it wasn't much account. And then Mr. Brooks called us after working hours, a group of us girls down on the turn floor, and he said to us if the outside union would come in we wouldn't be working steady as we are now; if

our department works, we will work, if not, we will stay at home; we wouldn't be transferred from one department like we were. He said the Heinz Company give us work all during depression, and he said that the Union is only a money-making scheme. He said, "There is a foreman works —there is a butcher works upstairs with you. Ask him about the union he belongs to. He belonged to two unions and lost two jobs and he wouldn't belong to another union."

Q. And who was it that said this?

A. Mr. Brooks.

Q. And where did this take place?

A. On the third floor in the spaghetti building.

Q. And you work on what floor?

A. I work on the sixth floor.

Q. And how did you happen to be on that floor at that time?

A. Well, our forelady said there was a meeting called on the third floor.

Q. And what time of the day was this?

A. It was after working hours. I believe it was about 5 o'clock we got done that day; I am not sure what time.

Q. Could you tell us about how many girls attended that meeting?

A. There were about 25 to 30 girls.

Q. And Mr. Brooks, you say, addressed this group?

A. Yes, Mr. Brooks.

Q. And is that the same Mr. Brooks you stated was in charge of the spaghetti building?

A. Yes.

Q. I believe you testified that the day before Mr. Bruns talked to girls two at a time?

A. Yes.

[fol. 373] Q. Who was along with you when Mr. Bruns talked to you?

A. Marie Milewski. She worked right with me.

Q. Where were the two of you when Mr. Bruns talked to you?

A. On the sixth floor on the side.

Q. And who called you aside? Who told you Mr. Bruns wanted to talk to you?

A. Our forelady came over and said, "Mr. Bruns wants to see you."

Q. That is Ann Tresniack?

A. Yes.

Q. Was anybody around except the three of you when Mr. Bruns talked to you?

A. Well, no, nobody was around only the two of us.

Q. You and Marie Milewski and Mr. Bruns?

A. Yes, and Mr. Bruns.

Q. Now, will you please tell us exactly as best as you can recollect what Mr. Bruns said to you?

A. Why, I don't know. He was talking against the union and I don't know, he mentioned several places that had a union and it wasn't much account. And I know he mentioned John Aught. He used to work in our department. He said they had a union where he is working at and he is not working now.

Q. Is he a worker at Heinz?

A. He used to be a worker but he quit. Where he is working at now, they either had a union or they were out on strike. Anyhow, they had a union.

Q. That was one of the companies that Bruns referred to; is that what you mean?

A. Yes.

Q. Before these two occasions when Mr. Bruns and Mr. Brooks talked to the girls, had you ever been approached by anyone about the associations before that?

A. There was no association in the plant at that time.

Q. And about when did these two conversations with Mr. Bruns and Mr. Brooks occur with reference to the strike?

A. Well, Bruns asked me about four or five weeks before the strike. I don't remember which.

Q. No. I mean these two conversations when Mr. Bruns talked to you and Miss Milewski and Brooks talked to the group of girls?

[fol. 374] A. Yes.

Q. When did that happen?

A. About a month before the strike. And Brooks talked to us about three weeks before the strike.

Q. After these statements made by Mr. Bruns and Mr. Brooks were you, during working hours, ever approached by anyone to join the Heinz Employees Association?

A. Yes, I was.

Q. By whom were you approached?

A. By Catherine Hildebrand.



Q. And who is Catherine Hildebrand?

A. She is a worker in my department.

Q. Do you know what she does?

A. Yes, she used to run a double seamer on a soup machine.

Q. And is she doing that now?

A. She isn't in our department now. After this association, I think she was transferred over to the advertising.

Q. But before the strike she was in your department?

A. She was in my department.

Q. Now, tell us what happened about this asking you to sign the association, Catherine Hildebrand asking you?

A. Well, it was in our department she asked me the first time, and I refused her. Then she went down to the dressing room and she asked me down there, and I still refused her.

Q. Did she have any paper with her?

A. Yes, she give me a paper.

Q. I show you Beard's Exhibit 7. Will you look at that, please, and state if that is like the paper that Catherine Hildebrand had when she approached you?

A. It was on the order of that only it didn't have so much reading on it.

Q. Did you read it?

A. Yes, I read it.

Q. And was it about the association?

A. Yes.

Q. Were there any signatures on it when you saw it for the first time?

A. Not the first time, but the second time.

Q. Did you sign it the first time?

[fol. 375] A. No.

Q. And the second time when she approached you there were some signatures on it, you say?

A. Yes.

Q. Did you sign it that time?

A. No.

Q. The first time you were approached, was it during working hours?

A. We just got done working.

Q. And the second time where was it that you were?

A. Down in our dressing room.

Q. Did you sign that time?

A. No, I did not.

Q. Were you approached again?

A. Yes, up in my department.

Q. During working hours?

A. During working hours.

Q. Did you observe Catherine Hildebrand going to other girls in the department during working hours?

A. Yes, I did.

Q. Did she have a paper with her?

A. Yes, she did.

Q. And you saw her?

A. I saw her.

Q. Was this done in full view of the forelady?

A. Yes, Anna Tresiack was right there.

Q. Did you observe her stopping or reprimanding Catherine Hildebrand?

A. She didn't say anything.

Q. What would Catherine Hildebrand ordinarily be doing at her work? I mean, would she be at work?

A. Yes, she would be on the machine.

Q. And should be, as far as you know, have been at work during all of the time?

A. Yes.

Q. Was it necessary for her to leave her work to pass or to go around to the girls? Did she have to leave her work to do that?

A. She left her work, yes.

Q. Did you personally observe or see other girls who worked there signing this paper?

A. Yes, I saw all of the girls on our machine and on the next machine signing up during working hours. Some signed before working hours and some signed during working hours.

Q. Are you girls on piece work?

[fol. 376] A. No, I am not on piece work.

Q. The girls in your department are paid by the hour?

A. Yes, by the hour.

Q. Do you know whether everyone in the department signed, or not?

A. No; there was three girls that worked right around me, they didn't sign up.

Q. What three girls? Do you know their names?

A. Anna Kozolup, Anna Valdengo, and Anna Bogolitz.

Q. And how do you know that these three girls did not sign?

A. They worked right with me and they said they will not sign that paper.

Q. And did you observe anything occurring after that when they didn't sign?

A. Yes; Mr. Bruns and our forelady, they were talking together, and I seen when they pointed these three girls out to our foreman. They said, "These were the three girls that didn't sign up." And the girls come over to me and they said, "Oh, we are pointed out. We might as well sign up."

Q. And who was pointing these girls out, and to whom was the person pointing?

A. Anna Treslack was pointing out to Bruns these three girls, and Bruns looked at them, so you know they were talking about them.

Mr. Kleeb: Cross examine.

Cross examination:

By Mr. Reed.

Q. You don't know whether they were pointed out because they wouldn't sign up or because they were talking too much about unions, do you?

A. Well, we were signing up that afternoon.

Q. But don't you know that Mr. Brooks called the girls together and scolded everybody for spending more time talking about unions than they were working; wasn't that what he said?

A. He didn't mention anything to me about that.

Q. Well, you know it was a frequent thing to have meetings of the girls, wasn't it? He called them down there often, didn't he?

A. He was talking to us about a union.

[fol. 377] Q. Now, answer my question. Did not Mr. Brooks frequently call the girls together to talk to them?

A. Yes, he called the girls together to talk to them.

Q. And didn't he talk to them about cleanliness and about talking too much and sticking to their jobs and various other things about the work?

A. No, he didn't mention anything about that.

Q. And didn't he scold the girls because they were spending more time talking about the union than they were doing their work?

A. No.

Q. He didn't say anything to you about that?

A. No.

Q. Or any of the other girls about that?

A. No.

Q. You were one of the leaders in getting the union cards signed up, weren't you?

A. No, I wasn't.

Q. Well, you were active in getting girls to sign up union cards, weren't you?

A. No.

Q. At no time?

A. At no time. I didn't ask anybody.

Q. Did you go to Mr. Heinrich on one occasion and ask him something about the union?

A. I asked him before. I asked them when they were passing this association around, what it was all about.

Q. What did he say to you?

A. Well, he said to me, "If I tell you it is good, they will say because I am superintendent, that I shouldn't say it is any good."

Q. He wouldn't tell you anything about it, would he?

A. No, he didn't tell me anything about it.

Q. When did you go to Mr. Heinrich?

A. Before I went to any outside meetings.

Q. And you say that Mr. Brooks never scolded you or talked to you about making trouble among the girls and causing dissension?

A. No.

Mr. Reed: That is all.

Mr. Kleebe: Just one or two questions.

[fol. 378] Redirect examination.

By Mr. Kleebe:

Q. Did you sign the petition?

A. Yes, I signed when Catherine Hildebrand said to me, "If you don't sign this petition," she said, "the company will think you have something to do with the outside." So I signed.



Q. And why did you sign? I mean, what was the reason?

A. Well, I thought it is for my job, that is all.

Q. What do you mean by that? What do you mean, it is for your job?

A. I thought if I wasn't going to sign I would lose my job because it was for the company.

Mr. Kleeb: That is all.

Recross-examination.

By Mr. Reed:

Q. Nobody told you that, did they?

A. No, nobody told me that.

Q. You worked there eight years and never lost a day's time, had you?

A. No.

Q. You hadn't lost any time, had you?

A. Oh, I was laid off now and then, yes.

Q. How much time have you lost in the whole eight years?

A. I don't remember.

Q. Didn't you say to Mr. Brooks that you didn't want to lose any time, that you were afraid of a strike?

A. Oh, yes, I said that.

Mr. Reed: That is all.

(Witness excused.)

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MARIE MILEWSKI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Marie Milewski?

A. Yes.

Q. How do you spell that?

A. M-i-l-e-w-s-k-i.

[fol. 379] Q. You live on the Evergreen-Mt. Trop Road, North Side, Pittsburgh, Pennsylvania.

A. Millville, Pennsylvania.

Q. Are you now employed in the Pittsburgh plant of the Heinz Company?

A. Yes, I am.

Q. About how long have you been employed?

A. Six years.

Q. And in what department do you work?

A. Spaghetti-filling department.

Q. That is the same department that Sophie Kos works in?

A. Yes.

Q. And your foreman is Mr. Bruns.

A. Yes.

Q. And your forelady is Ann Tresciack?

A. Yes.

Q. Were you present in the courtroom when Sophie Kos testified?

A. Yes; present now?

Q. Did you hear her testimony in answer to my questions?

A. Yes, I did.

Q. Were you present at the meetings that she referred to, when Mr. Bruns and Mr. Brooks spoke to the girls, Mr. Brooks to the girls and Mr. Bruns to the two of you?

A. Yes, I was right there.

Q. And you are the Marie Milewski that was with Miss Kos when Mr. Bruns spoke to the two of you?

A. Yes.

Q. Is the testimony of Miss Kos of what occurred at those two meetings correct?

A. Yes. There was only one thing: When this company wanted us to sign up with this association one of the time-keepers, a girl, came around with yellow slips for the girls to sign up, and she asked me, and I said, "I am not signing up anything."

And she said, "You don't have to sign anything if you don't want to. It's for your own good." That's all she said.

Q. I show you Board's exhibit 8, Miss Milewski, and ask you if that's what you mean by "yellow slips".

A. Yes, that's what it was.

Q. That has been identified as a membership card of the Heinz Employees Association. Who was it was getting

[fol. 380] these signed. Who was it that was going around to get names?

A. This girl was Anne Vargo.

Q. Does she work in your department?

A. She is a timekeeper on the third floor, in the office.

Q. In the office?

A. Yes.

Q. Was she going through your department in working hours?

A. Yes.

Q. Did she approach you with one of these yellow cards?

A. Yes, she did.

Q. Did you observe Catherine Hildebrand going around getting signatures for the association?

A. I did.

Q. Did this Vargo girl approach you to get your signature on one of these yellow cards like Board's exhibit 8 before or after Catherine Hildebrand went around?

A. That was after.

Q. Were you personally approached during working hours by Catherine Hildebrand to sign any paper?

A. No, I wasn't. Just during—Down in the dressing room, that was the only time.

Q. I show you Board's exhibit 7. Will you look at it, please, and read it, and state whether or not that paper is like or similar to the one Catherine Hildebrand asked you to sign?

A. It's similar to the one I seen.

Q. And were there signatures on the paper Catherine Hildebrand had?

A. Yes, there were quite a few.

Q. Did you sign?

A. I did.

Q. At the time you signed that paper were you a members of the A. F. of L. local?

A. No.

Q. Why did you sign that paper?

A. Well, everybody else was, and she come over the third time to me, and she asked me, and she said, "Well, you are signing up for your own good," so I signed up.

Q. Did you observe Catherine Hildebrand soliciting signatures to such a paper during working hours?

A. Yes, sir, I did.

[fol. 381] Q. Did you observe whether or not it was in full view of the foreman and forelady?

A. Forelady. I seen the forelady.

Q. You saw the forelady. The forelady was present?

A. Yes, she was right there.

Q. Will you please—Strike that.

How long after you signed the petition or paper like Beard's exhibit 7 did the Vargo girl come around to get you to sign one of these membership cards like Board's exhibit 8?

A. It was about—I guess about two weeks before the strike.

Q. I mean, how long after you signed the petition, if you can remember? Was it a week, or two days,—

A. It was about a week, I guess.

Q. Was anyone with her?

A. No, just herself.

Q. Did you observe her go to the various girls with these cards?

A. Yes, sir.

Q. Did you observe any boss; forelady or foreman, present when she was doing this?

A. I think our forelady was there.

Q. Did you sign the card, yellow card?

A. No.

Q. What did the Vargo girl say when you refused?

A. She said, "Oh, you don't have to if you don't want to. It's for your own good."

Q. Have you ever been approached to pay any dues of the association?

A. No.

— Have you ever attended any association meetings?

A. No.

Mr. Kleeb: That's all.

Cross-examination.

By Mr. Reed:

Q. You joined the union after that, didn't you?

A. I did.

Q. And you are still a member of it?

A. Yes, I am.



Q. These meetings Mr. Brooks had, that wasn't an unusual thing; he often had meetings?

A. Yes, he did.

[fol. 382] Q. And discussed discipline and cleanliness, and a lot of other things, didn't he?

A. Yes.

Q. And there had been a good deal of talk, dissention among the girls, about the union, before he mentioned it in this meeting, hadn't there?

A. I didn't hear anything.

Q. Don't you know that there was trouble and he was complaining about them talking too much about the union and not working?

A. He didn't say anything about that.

Q. This girl you said was a timekeeper, she is an hourly worker the same as the other girls?

A. Yes, she is still timekeeper.

Q. And she was just a timekeeper part of the time?

A. She was always timekeeper, only, when we are not busy she works on a machine.

Q. She is eligible to belong to your union, isn't she?

A. Oh, yes, I guess.

Q. She could belong if she wanted to?

A. Oh, yes, I guess.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. This question: Ordinarily would this timekeeper, Miss Vargo, be in your department, working in your department?

A. Yes, she did.

Q. What kind of work does she do?

A. She works on the machines. Inspects—

Q. Is she a timekeeper?

A. She is a timekeeper now. When we are very busy she is a timekeeper.

Q. At the time she was circulating these yellow cards, what was her work then?

A. She was in the office.

Q. Doing what, do you know?

A. I don't know what she does in the office.

Q. Did her work keep her in the office?

A. Yes.

Q. And would she ordinarily be out among the girls, at that time?

A. No.

Q. Was this, then, an unusual thing, for her to be out in the plant?

[fol. 383] A. That's something unusual for her to do.

Mr. Kleeb: Cross-examine.

Recross-examination.

By Mr. Reed:

Q. That office you are talking about is just a little partition right on the floor, isn't it?

A. It's on the third floor.

Q. And she works in there part of the time and out on the machine part of the time, doesn't she?

A. The only time she works on the machine is when we are not busy, and there is only one machine working, but when there is three or four machines running she is in the office.

Q. There was nothing unusual in her being out with the girls where you were at that time, was there?

A. It was unusual because there were three or four machines running at that time.

Q. You have seen her frequently out of the room, in the room with the rest of the girls, haven't you?

A. No, not at that time.

Q. No- at that time?

A. No.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. Did she work on any machine that day?

A. No, she was in the office.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleebl: Might I ask for a five- or ten-minute recess at this time?

Trial Examiner Walsh: We will have a five-minute recess.

(Thereupon a short recess was had.)

Trial Examiner Walsh: The hearings will please come to order.

VERONICA GAJEWSKI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

[fol. 384] Direct examination.

By Mr. Kleebl:

Q. You are Veronica Gajewski?

A. That's right.

Q. You live at 149 Home Street, Lawrenceville, Pittsburgh, Pennsylvania?

A. That's right.

Q. Speak out, Miss Gajewski, loudly, so everybody can hear you.

A. That's right.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. How long have you been employed there?

A. About three and a half years.

Q. In what department?

A. Bottling.

Q. Is the bottling department one large department?

A. It is.

Q. How many foreladies are there in charge of this department?

A. There is five foreladies in bottling.

Q. Isn't there any—Strike that. And what kind of work do you do?

A. I bottle pickles.

Q. Are you called a pickle worker?

A. That's right.

Q. And how many of the five foreladies are in charge of pickle workers?

A. There is three in charge of pickle workers.

Q. Will you name them, please?

A. Agnes Funke, Augusta Topnick, and Minnie Litner.

Q. And the other two foreladies are in charge of what kind of work?

A. On the labeling side.

Q. The girls who label the pickle bottles, you mean?

A. Yes.

Q. Is there a foreman in charge of the entire bottling department?

A. Yes, there is, John Palivoda.

Q. Do you know, is he superior or boss of the five foreladies?

A. Yes, he is.

[fol. 385] Q. Prior to the strike at the plant, May 24, 1937, were you ever approached by any of your superiors regarding unions?

A. Yes, about three weeks before the strike John Palivoda came up to inspect my work, which he never did before, and he stopped, and while he was inspecting my work he started talking about union to me.

Q. State what his conversation was about unions?

A. He asked me what union I was for, and I wouldn't give him any satisfaction. I didn't want to tell him. And he told me to declare myself, and I told him I didn't commit anything that I should declare myself.

He said, "If you had any disputes at home, you wouldn't call any outsiders to settle your disputes, you would settle them among yourself." And I didn't say anything to him.

He said, "Well, why don't you declare yourself?" And I didn't say anything, so he told me it was a cowardly act.

Q. Was anything said by Mr. Palivoda about the Heinz Employees Association, as such, whether or not you belonged?

A. No, he didn't say anything. He wanted to know whether I would sign up—for what union I was for, but I wouldn't tell him.

Q. About how long did Palivoda engage in this conversation with you?

A. Oh, I would say about a half hour.

Q. Are you on piecework?

A. Yes.



Q. And this half hour he talked with you was during your working hours?

A. During my working hours.

Q. And while you were working, actually working?

A. Yes.

Q. Did anything unusual happen following that conversation of Palivoda?

A. Well, one day when I was going into the return room—that's where the girls return broken and speck pickles—they were giving out these yellow slips of some kind. I seen the girls having yellow slips.

Q. I show you Board's exhibit No. 8.

A. I didn't see it distinctly.

Q. You didn't see the yellow slips?

[fol. 386] A. No, I just seen the yellow slips.

Q. Then you don't know whether Board's exhibit 8 is the kind of yellow slip you are talking about, or you saw?

A. No. While I was there—

Q. Explain this a minute. What do you mean by "return room"?

A. That's where we take our broken pickles and speck pickles we don't use.

Q. Pickles that are broken and speck pickles you take back to the return room?

A. That's right.

Q. What happened this day, about the return room?

A. I was there this day, taking my pickles back in this return room. They have cases there, Bill Sipple takes care of that back there, and all these girls were going back there getting these yellow slips, and I took my goods back there, emptying my dishes, and "Gustie" Topnick stopped me and asked me if I signed up for the union, and I told her I wasn't for the one and I wasn't for the other, and that's all she said to me.

Q. How do you know that these workers, along with you, that were going into the return room, got yellow slips, or were signing yellow slips?

A. I seen them as I was coming out.

Q. Did you know whether or not those yellow slips had anything to do with the association?

A. That's what I figured they were for.

Q. Why did you figure that that's what they were for?

A. Well, one girl went out, and, as they were going, they were saying they were giving the yellow slips for the company union.

Q. You heard the girls talk about that?

A. Yes.

Q. Before this occurred had you ever been approached by anyone to sign anything for the association?

A. No.

Q. Do you know Hilda Smith?

A. Yes.

Q. Is she in your department?

A. Not right now.

Q. Was she before the strike?

A. Yes.

Q. What was she doing then?

[fol. 387] A. Well, she used to be an olive bottler, and, when they quit bottling olives, she was an inspector.

Q. And at the present time do you know where she is?

A. She is working in the girls' dressing room.

Q. As an inspector the work of how many girls would she inspect?

A. Six girls.

Q. Are there more than six girls among the pickle girls?

A. Oh, there is more.

Q. About how many?

A. I wouldn't know. I would say about sixty girls, maybe more.

Q. And Hilda Smith's work was confined to the inspection, the inspecting the work of six pickle girls, six pickle workers?

A. Yes.

Q. State whether or not it was customary for Hilda Smith, as an inspector, to go about among all the sixty girls during working hours.

A. No, it wasn't.

Q. Did you ever observe Hilda Smith going among all the girls?

A. Well, as she was going by she stopped with me one day. She asked me to join.

Q. Was this after this incident of the return room?

A. That was before.

Q. Before that. In your prior testimony you stated that you were not approached by anyone to join the association. Do you wish to change that testimony?

A. Yes, I do.

Q. Did you observe—Strike that.

Will you please state what Hilda Smith did or said to you?

A. All she asked me was whether I was going to sign, and she didn't say anything else to me.

Q. Did you ever—Strike that.

Did she have a paper with her?

A. No, I didn't see one.

Q. Were you one of the girls whose work she inspected?

A. No.

Q. Did you observe her going to the other girls in the department?

A. Oh, not at that time.

[fol. 388] Q. Did you observe her later doing it?

A. No.

Q. Did you ever observe her going among all the girls?

A. No.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. Did Hilda Smith formerly bottle olives and just work part of the time inspecting, and go from one table to another, occasionally?

A. Yes.

Q. She is an hourly worker, the same as the other girls, isn't she?

A. Yes.

Q. And this Bill Sipple is an hourly worker, isn't he?

A. I don't know whether he is or not.

Q. He is not a foreman, is he?

A. He is an assistant foreman.

Q. He doesn't wear a foreman's uniform, does he?

A. Yes, he does. I have taken orders from him.

Q. He is eligible to belong to your union, isn't he?

Mr. Kleeb: I object to any questions about Bill Sipple. I don't believe this witness testified about Bill Sipple.

Mr. Reed: She said Bill Sipple was in the return room where they got their card.

The Witness: That is where he worked. I didn't say he was giving the card, because I didn't see. That's where he usually works at.

Q. You don't know whether he gave out the card or not?

A. No, I don't know.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleebe:

Q. Did you ever sign up as a member of the association?

A. No, I didn't.

Mr. Kleebe: That's all.

(Witness excused.)

[fol. 389] HERMAN PFEFFER, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleebe:

Q. You are Herman Pfeffer?

A. I am.

Q. You live at 625 Evergreen Avenue, Millville, Pennsylvania?

A. I do.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. Speak out in answer to these questions.

A. I am.

Q. In what department?

A. Bottling department.

Q. Is that the same department in which Veronica works?

A. It is.



Q. And I believe John Palivoda, according to Miss Gajewski's testimony, is foreman?

A. He is.

Q. What is the nature of your work, Mr. Pfeffer?

A. Pulling trucks in the bottling department to be labelled and when they fill the trucks up with pickles I pull the trucks out and put an empty truck in to be filled again.

Q. And you take them to the labelling division?

A. Yes.

Q. And after they are labelled, do you take them from there?

A. No, after they are labelled, I have nothing to do with them.

Q. Your job is to haul the trucks of filled pickles to the labelling department?

A. It is.

Q. Do you know "Julie" Fisher?

A. She is a forelady of the labellers No. 2 conveyor.

Q. Do you recall anything unusual occurring in your department the latter part of April, about a month before the strike?

A. About a month before the strike in the afternoon, Julie Fisher came up to me and said, "I hear you are [fol. 390] strong with the outside union. Do you think that's right? After such a fine speech Mr. Heinz had this afternoon in the auditorium, I don't see how anybody could do such a thing."

Q. Had a speech been made by Mr. Heinz that day?

A. There was.

Q. Do you know who was present, in general at that meeting at which Mr. Heinz spoke?

A. Mr. Mueller just returned from California.

Q. I mean the audience, was it made up of employees, or who?

A. Yes, it was the entire plant in there.

Q. And what was the reason for this meeting?

A. Mr. Mueller returned from California at that time.

Q. Is he an officials of the company?

A. He is a vice-president.

Q. What was the subject matter of Mr. Heinz speech to which Miss Fisher referred?

A. I don't know.

Q. Did you hear the speech?

A. I don't know, but I don't remember what the speech was.

Q. That is Howard Heinz, president of the company?

A. Yes.

Q. Did anything unusual occur after this conversation you had with Miss Fisher.

A. Well, the next day John Palivoda stopped me about 10 minutes to 8:00 and he asked me whether I was going to the outside union that evening or not and I told him I thought I was.

Q. What did he say to that?

A. He said, "Didn't this company treat you right during the depression?" And I told him it did.

Q. What else; relate all the conversation as you remember it.

A. Then he asked me if he ever mistreated me or anything like that and I couldn't answer that and so he said, "You will be called upon further," something like that.

Q. Was anything said during the conversation for or against unions?

A. There was.

Q. Will you state what Palivoda said about unions?

A. He began by saying that this outside union were [fol. 391] nothing but a bunch of hunkies, most of them weren't even citizens, and he told me, "Boy, I had you figured as strong for the inside," and then he said, "Frank Novak was up in one of the halls dead drunk leaning over the bar claiming he had 500 members.

Q. Frank Novak is the—

A. President.

Q. —president of the local?

A. Yes.

Q. Were you asked by anyone to join the Heinz Employees Association?

A. I was. In the bottling department, the first name is Joe, I don't know what his last name is. He asked me if I would sign and I told him I didn't want to make 22½ cents an hour again.

Q. Did he approach you during working hours?

A. He did.

Q. When was it with reference to this conversation you had with Palivoda?

A. The same day.

Q. Before or after Palivoda spoke to you?

A. After.

Q. By the way, how long did you and Palivoda talk that day?

A. Oh, about 20 minutes, I would say.

Q. Was it during working hours?

A. It was.

Q. Did you observe this fellow Joe whose last name you don't seem to know approaching others in the department to sign up?

A. I don't remember seeing him.

Q. Did he have a paper with him when he approached you.

A. I did.

Q. I show you Board's exhibit 7 and ask you to look at it and read it and state whether or not that paper that he had was like that one.

A. I didn't notice that much writing on the one he had.

Q. Did the paper have anything to do with the association?

A. It did.

Q. Did you observe any signatures on the paper when you saw it?

A. There was signatures on it, but I didn't go that close [fol. 392] to it, to read them. They was written out with pencil.

Q. Did anybody else approach you that day about the association, after this fellow Joe talked to you?

A. I don't remember.

Q. Did any boss at any time after this conversation with Joe approach you about the association?

A. Well, "Julie" Fisher, she asked me how come I told Joe I had already made 22½ cents an hour, and I told her I did. She said, "Did you?" and walked away.

Q. When did you make 22½ cents an hour?

A. During the depression.

Q. What are you making now?

A. About 63.

Q. Were you ever told by any boss or official to sign the application for membership in the association?

A. No.

Mr. Kleeb: Cross examine.

## Cross-examination.

By Mr. Reed:

Q. This 22 cents an hour was when you first started there, wasn't it?

A. No, it wasn't. When I first started there I made 25 cents an hour, and three months later I got a raise to 27½ and then I began to get cut.

Q. And what do you get now?

A. About 63.

Q. Your work puts you in close touch with this Julia Fisher. You talk to her most of the time, don't you, a good deal of the time?

A. The only time, at noontime.

Q. A good deal of the time you are working where you talk to her, are you not?

A. Yes. She gives me the orders.

Q. This forelady?

A. Yes.

Q. And there wasn't anything unusual in your discussing what was going on around the plant with her, was there?

A. What do you mean by that question?

Q. Well, you discuss everything that's going on about the plant with her, don't you?

A. Just things concerning what we had to do.

Q. Well, everybody was talking about unions around the plant at that time, weren't they?

[fol. 393] A. They probably was.

Q. That was a subject of common conversation all the time, wasn't it?

A. It was common around the plant, all right.

Q. This speech of Mr. Heinz had nothing to do about unions?

A. No.

Q. Mr. Heinz frequently makes a speech to the employees around Founders Day or holidays?

A. Around that time he did.

Q. And Mr. Mueller was a man who had been in the plant many, many years, and had gone to California and returned; is that right?

A. That's right.

Q. And they gave this meeting for him in the auditorium?

A. That's right.



Q. And Mr. Heinz spoke?

A. Yes.

Q. You were there?

A. Everybody was there.

Q. There wasn't a word said about unions, or anything of the kind?

A. No.

Q. So, in saying about Mr. Heinz' speech, this woman just admired the speech; it didn't have anything to do with unions, did it?

A. What she told me she heard I was going for the outside union; she didn't say the speech,——

Q. Well, she didn't say the speech had anything to do with unions did she?

A. She said, "How could you do something like that?"

Q. She didn't say that the speech had anything to do with unions at all?

A. No.

Mr. Reed: That's all.

Mr. Kleebl: That's all.

(Witness excused.)

Mr. Kleebl: Joseph Pintus.

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[fol. 394] JOSEPH PINTUS, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleebl:

Q. You are Joseph Pintus?

A. Yes, sir.

Q. Do you live at 215 Belleau Street, North Side, Pittsburgh, Pennsylvania?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long approximately have you been employed there?

A. About 1929, March 7, around thereabouts.

Q. In what department do you work?

A. Mixed pickle at the present, and I am assigned to it, but I work all over the factory when the business is slack in my department.

Q. Is the mixed pickle divided into a couple of divisions?

A. It is.

Q. What are those divisions?

A. There is the bulk pickle, the mixed pickle, and mustard department; that is in the same building.

Q. Does that department take up more than one floor?

A. It does.

Q. How many?

A. About five.

Q. How many floors for the bulk?

A. The same amount.

Q. You mean two floors for the bulk or five floors for the bulk?

A. Five floors in the bulk.

Q. And how many for the mixed?

A. About five.

Q. That would be ten floors altogether?

A. It is in the same building. It is the same height.

Q. Oh, I see. How many floors are there in the building?

A. There is five floors.

Q. So that on each of the floors there is the division of [fol. 395] the bulk, and on each of the floors there is a division of the mixed?

A. Yes, sir.

Q. And you are in the mixed pickle division?

A. Yes, sir.

Q. When did you first hear or know anything about the Heinz Employees Association?

A. About two weeks before we came out on strike, May 24th.

Q. Tell us what happened.

A. We were beginning to work on asparagus that morning, and I went down to the second floor as I was directed by one of the foremen to work on asparagus. I got downstairs about one minute and a half before the whistle blow,

when my foreman come to me with a paper asking me to sign it if I wish; it wasn't compulsory. He says, "It would be up to you."

Q. What is the foreman's name?

A. Joe Powell. And just at the time he was speaking to me about that the whistle had blowed. I had the paper in my hands.

Q. Excuse me a minute. I want to show you Board's exhibit 7. Will you look at it and state if that is the paper which your foreman, Joe Powell, had and gave to you? I mean a paper like this.

A. It was similar to this, yes, and on the opposite side he asked me to sign on it, see.

Q. But it had this typewriting on it?

A. Similar to that; yes, sir. It had typewriting right on it.

Q. Was it about the Heinz Employees Association?

A. It was.

Q. Now, will you state what your foreman, Joe Powell, said when he gave you this paper?

A. He says, "Now, Joseph, they asked me to go around to every man and ask them to sign on this paper if they wanted to." And I asked him, "Is it compulsory, Joe? Do you have to sign it?" "Well, no," he says, "no, no, no." He says, "It is up to you." He says, "if you want to sign it, it is all right, and if you don't, it is all right, too."

Q. Did you observe any other signatures or names on the paper?

A. There was about four or five at that time. It was early in the morning.

Q. What time of the morning was it?

[fol. 396] A. Just about one minute and a half before the whistle, approximately one minute or two just before the whistle blowed.

Q. Were any names of bosses on that paper?

A. They were.

Q. Can you state the names of any boss or bosses?

A. There was Charlie Hebner. He belongs to the mixed pickle department.

Trial Examiner Walsh: What is that name, please?

Mr. Kleeb: That is H-e-b-n-e-r.

The Witness: Yes, sir.

By Mr. Kleebl:

Q. Is he a boss in the mixed pickle department.

A. He is. Well, he is a boss. He gives orders and we have to obey them and carry out his work.

Q. Does he wear the uniform of a boss?

A. He does.

Q. And do you recall any other bosses' names on the paper?

A. There was a boss in the cooper shop, Louis. I can't remember his last name, because we don't get around there very often, Louis something. Bregowski, or something, Bregowski. He is a foreman in the cooper shop. And Jake Leger, he is up from the fifth floor where they mix relish; he is also a foreman or a straw boss or assistant foreman, and he is a director out there, anyhow.

Q. By the word "director" what do you mean?

A. Well, he directs the work, the men that has to carry out his orders that is sent up to report to him for work.

Q. These two men you have named besides Hebner, do they or do they not wear the uniform of a boss?

A. One of them doesn't and the two of them does.

Q. Hebner you say does?

A. He does, yes, sir.

Q. And who is he?

A. Louis, the foreman from the cooper shop, he also does.

Q. Does your work require you to go from floor to floor to cover all five floors or not?

A. Not all five floors, no.

Q. Do you know how many foremen, approximately, or bosses there are in this building?

A. About four that I consider are foremen, that always [fol. 397] has something to say about there and bossing around, yes, sir.

Q. Do you include in that four Hebner?

A. Including Hebner.

Q. And Louis?

A. No; he is in the cooper shop department.

Q. Oh, I see. That is not the pickle department?

A. Well, no, it belongs to the same—it comes under the same heading because we use the barrels and they make them or repair them.



Q. I see.

A. He takes orders from the same headquarters where I do, from Mr. Koehrer. "He is assigned to mixed pickle."

Q. Did you sign this paper for Powell?

A. When he asked me to sign it I asked him, as I stated before, if it was compulsory. He said, "No." "Well," I said to him, "I will wait and consider where the majority signs. I will sign also where the majority signs, so we will see also where the majority will sign, on this company union or the A. F. of L." So I didn't sign it. I signed with the majority on the A. F. of L.

Q. Were you approached by anyone after Powell approached you about the association?

A. No, that was the ending of that.

Q. Have you ever signed anything for the association?

A. No.

Q. Have you observed any change in the attitude of the foremen towards you since the strike and the election?

Mr. Reed: Just a minute, I didn't hear that question.

(Question read as above recorded.)

Mr. Reed: I think this ought to be confined to what was said or done. A change of attitude may mean a frown.

Mr. Kleeb: Well, I think it is relevant. This man certainly has shown that he did not join the association at the request of a boss and he admits joining the A. F. of L. union. I think that it is perfectly relevant to show the difference now of the bosses towards him than existed prior to the election.

Trial Examiner Walsh: Overruled. The *The* question may be answered.

By Mr. Kleeb:

Q. Will you answer the question?

[fol. 398] A. State it again, please.

Q. Have you observed any change of attitude of your bosses toward you since the strike and the election than existed prior to that?

A. Yes, quite a difference.

Q. State the difference.

A. They don't seem to care to speak to us as freely as they used to before that.

Trial Examiner Walsh: Mr. Pintus, you are testifying to the change of attitude toward you?

By Mr. Kleeb:

Q. Yes, change of attitude toward you, not others. Towards you?

A. Exactly.

Q. Now explain what that change has been. Explain what you have observed to be that change of attitude towards you.

A. They are more brief, and they are not as friendly as they used to be.

Q. And how many years have you been at the plant?

A. I have been there since 1929, in March, about eight years.

Q. Now can you—

A. About that.

Q. Can you describe anything that they did or the bosses have done that is brief or shows this change of attitude? How was that expressed?

A. As far—they tried to find faults with your work and tried to accuse you of doing your work incorrect.

Q. And did that kind of thing exist before the strike?

A. Not in my case; I don't remember of anything in that way.

Q. Now, this finding fault quicker and so forth, that you stated, does that apply to all your bosses in general or to any particular ones?

A. Well, just this one where I work for.

Q. Who is that?

A. Joe Powell.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. Now, Joe Powell only works there part of the time; in the tomato season he works out somewhere else; doesn't he?

[fol. 399] A. I think the biggest part of his time is there at the factory, as near as I can recollect.

Q. Well, in the tomato season?

A. Just tomato season is only once a year.

Q. Well, he has been away in the tomato season this year, hasn't he?

A. Oh, yes. I don't know whether on tomato season, but I missed him at the factory.

Q. He was away six or seven weeks, wasn't he?

A. Something like that, yes.

Q. And did anybody find any fault with you during that time?

A. I didn't work very much in the mixed pickle room after since he left. We were scattered all over since the business went kind of slack this time of the year in the mixed pickle room.

Q. Did anybody find any fault with you in any of the six or seven weeks that Joe Powell was away?

A. Not in the mixed pickle, no, sir.

Q. Anywhere?

A. No, not since this Joe Powell had went away.

Q. Now, Joe Powell is an hourly worker, isn't he?

A. Is he what?

Q. He is an hourly worker? He gets paid by the hour?

A. That I don't know.

Q. And works with the men part of the time and supervises part of the time; isn't that right?

A. You mean Joe Powell?

Q. Yes.

A. Oh, I don't know that.

Q. Well, you said you took your orders from Mr. Koehrer. You regard Mr. Koehrer—

A. As the manager in the department.

Q. Yes. And Joe Powell is just a fellow worker, isn't he?

A. He takes orders from Mr. Koehrer.

Q. The same as you do?

A. Is a foreman.

Q. The same as you do?

A. To give his orders to me.

Q. Yes.

A. To carry them out.

Q. You said he took his orders from Koehrer the same as you do; didn't you?

A. Yes.

[fol. 400] Mr. Kleeb: He did not.

Mr. Reed: I wrote it down here, don't say he did not.

Trial Examiner Walsh: I think he may clarify this mat-

ter by answering this question. Mr. Pintus, will you answer the cross examiner's question so that we may have it clear what you meant a little earlier when you said that you as well as Mr. Powell—or it is alleged you have said that you as well as Mr. Powell took orders from Mr. Koehrer? Now, did you take orders? Do you wish us to understand that you took orders direct from Mr. Koehrer or through Mr. Powell?

The Witness: Through Mr. Powell and sometimes through Mr. Koehrer also. A few times I have taken direct from Mr. Koehrer. In the time of the flood we had to go downstairs and remove things, put things to safety in the cellars. When I was on another job, my regular job, and Mr. Koehrer come up and swinging his hands, "Downstairs. Get downstairs and help them fellows to do this and that," hollering around. Well, it was a direct order by Mr. Koehrer where at the same time I had been put on another job by Mr. Powell, Joe Powell.

By Mr. Reed:

Q. Now, Charles Hebner is an hourly worker? He gets paid by the hour the same as you do; doesn't he?

A. I don't know.

Q. And this Louis of the cooper shop is an hourly worker and gets paid by the hour the same as you do?

A. I don't know that either.

Q. You would call anybody a boss who passes around orders to anybody else; is that it?

A. I do.

Q. Everybody but a laborer is a boss, as you regard it; is that right? Do you regard everybody as a boss except a laborer?

A. Everybody that directs and gives me orders to carry out to do my work.

Q. Even if they are only passing them on from somebody else, that makes them a boss, the way you look at it?

A. Well no. If it is in my department, I consider that, but anyone on the outside of my department, I don't consider that. I will consult my foreman to see if that is legal to obey those orders or not.

Q. Well, when you say that the bosses' names were on this [fol. 401] paper, the bosses talked to you—you are talking about people who pass on orders to you whether they are



paid by the hour or by the month or whether they work on the machine or what they do; aren't you?

A. Yes, sir.

Q. All right. Now, you know that the uniform is a thing that the men get for themselves, and that many people wear uniforms who are not foremen; don't you?

A. Well, I can't prove that.

Q. Well, do you know that there are lots of people that wear foreman's uniforms, what you call a foreman's uniform, that are not foremen?

A. Up until the time that we come out on strike, only the foremen were allowed to wear a certain kind of uniform down there.

Q. You can buy any uniform you want to, can't you?

A. Well, I never knowed that, but it wasn't customary for everyone to wear the same uniform as the foremen did before the strike, and after the strike, why, it scattered out that you could wear the same material, the same uniform made out of the same material as the foremen.

Q. Now, you know that the Heinz Company has had 69 years without any labor trouble up to the time of this strike, don't you?

A. Well, I don't know, that is too far back for me.

Mr. Kleeb: Just a minute, I object to the question as irrelevant.

Mr. Reed: Why, the witness has indicated an unfriendly attitude, and I have a right to inquire what may be the basis of that.

Trial Examiner Walsh: The objection is overruled.

By Mr. Reed:

Q. You have heard it talked about all up to the time of the strike that this is the first strike at the Heinz Plant; didn't you? You heard everybody talking about that, that that was the first strike?

A. Naturally.

Q. And—

A. Mr. Heinz stated that himself.

Q. Yes. And there was a demand made by your union on Friday and a strike on Monday; you know that; don't you?

A. What?

Q. You are one of the stewards of the union; aren't you?  
[fol. 402] A. Yes, in the mixed pickle department, exactly.

Q. Pfeffer, the man that just testified ahead of you, is a union steward, isn't he?

A. Yes.

Q. Well, now, you know that the union made a written contract demand on Friday and pulled the plant on Monday next, don't you?

A. No, I don't because I wasn't appointed a steward at that time, or nor I wasn't in Pittsburgh at that time when the strike was called about. I was about 150 miles out of Pittsburgh.

Q. Well, you were on the picket line during the the strike weren't you?

A. Not when the strike was called off. On the day that it was called off, I wasn't in Pittsburgh at that time.

Q. You were during the strike?

A. When I returned from the country, I returned also to work, and I found they were on strike. Then I hung around that morning and the next day, and about the third or fourth day I came on the picket line.

Q. Well, now, don't you think that the failure of foremen to talk as freely to the men after the strike is due to a natural feeling that they had been treated unfairly in the strike?

A. Who? The foremen?

Q. That the company had—

A. Well, I don't know that, anything about unfairly.

Q. Do you think it was fair to pull a strike when you asked for a contract on Friday, to pull one on Monday?

Mr. Kleeb: I object to that question. Now, just a minute. I object to the question and believe the witness stated he was out of the city when the strike occurred. I don't think it is material, relevant, or competent to ask this witness whether he thought it was fair or not to pull the strike.

Mr. Reed: Well, he is testifying to the most vague kind of an unfriendly failure to talk freely, the attitude on the part of the foremen. Now, we certainly have a right to inquire [fol. 403] whether that is because of any union discrimination against these men or the result, the natural consequence, of this strike.

Trial Examiner Walsh: Overruled.

Mr. Reed: I didn't hear that.

Trial Examiner Walsh: The objection is overruled.

(Question read as above recorded.)

A. That was up to the officials of my local, to decide whether it was fair or not. I was only a member in that local at that time.

Q. I am not blaming you for doing it. I am asking you if you thought that was fair. Do you think that is fair?

A. I think it was fair enough for the company to negotiate and come to a better understanding and to give out opinions as they did, and let the union go ahead and call a strike. If they had agreed there wouldn't have been any strike.

Q. That doesn't answer it. Now, I am going to ask you this question again. You can answer it Yes or No.

Do you think it was fair for the union to call this strike on Monday when they just submitted a contract on Friday?

A. Yes, in my opinion.

Q. Well, then, don't you think that has something to do with the attitude of the foremen in not talking so freely to the men since the strike?

A. I can't answer that question.

Q. You haven't lost any time since the strike? I mean, you have not been laid off or suspended?

A. Oh, yes, I have been laid off.

Q. What were you laid off for?

A. Well, on account of not being enough work to go around for all of us.

Q. Well, but you said they were finding fault with you. You haven't been laid off for any fault of yours, or anything of that kind?

A. No, not for any reason like that, no.

Q. And no foreman—

A. I explained myself and proved myself that I was as near right as I possibly could be in my—in the accusations.

Q. No foreman has said anything to you about your work or suspended you or disciplined you in any way since the [fol. 404] strike? All you are complaining about is that they don't talk as freely; is that right?

A. Yes.

Mr. Reed: That is all.

Mr. Kleeb: That is all.

## Examination.

By Trial Examiner Walsh:

Q. Mr. Pintus, just a moment, please?

A. Sir?

Q. Do you give orders?

A. I don't.

Q. To the men?

A. No, sir, I am not. I am only a laborer.

Q. You work in a group of men or independently?

A. In a group of men, and I did at one time independently.

Q. The orders for the group of which you are a member come from whom?

A. From my foreman.

Q. And his name is Powell?

A. Powell, yes, sir, when I worked for him on that day. There are three in that building. Sometimes I work for one maybe a day or two, and sometimes I work for another one on the next floor—I have to take orders from him. Sometimes I go down below in the cellar, work for another one, and I have to take orders from that one again.

Q. You consider, then, that your relationships with Mr. Powell are different from your relationships with the other men with whom you are working?

A. Yes, sir.

Q. And that difference makes Powell in your mind a foreman?

A. It does.

Q. The other men working with you, so far as you know, consider him a foreman, consider Powell a foreman. Do the other men working with you in your group consider Powell as a foreman?

A. Yes, sir.

Q. You say that he wears a uniform that it is customary for the foremen to wear?

A. Yes.

Q. You consider him a foreman? Suppose he didn't wear that uniform.

[fol. 405] A. That is one reason.

Q. Suppose he didn't wear the uniform?

A. And if he gave me orders I still would consider him as my foreman.



Q. Suppose that you would be told that he was an hourly rated employee of the company; would you still consider him a foreman?

A. That wouldn't make any difference. He would still be my foreman because he would be giving me orders to carry out my work.

Q. So it is the fact that he is a source of orders for you that makes him a foreman?

A. Yes, sir.

Q. And similarly, in the eyes of your fellowworkers, so far as you know?

A. Exactly.

Q. You rather generally expressed the attitude of the foreman towards you after the strike has changed, that they did not talk to you so freely, and things of that kind. Now, have you yourself—I want to be clear about that—have you yourself had such an experience with the foremen and, if so, what experience exactly have you had that has made you arrive at the conclusion that their attitude toward you has changed?

A. Well, just recently I was off on a Monday and I come to work on a Tuesday, and in my time box where the time cards are someone else's card was placed in my little compartment. And I looked at the number on my box, and it was my number on there, and I expected my card to be in there. So I takes this card out and I punches it, pretending that it was put in the proper place, my card, but it was another man's card. I looked at it to see if it was punched all right, that is all I looked at, and I went over—I was to work in another department.

When I got there, the timekeeper or someone from my department had called this other department and told them that I had punched the wrong card. So I went back with the card to get my correct one, and she gave it to—she was there waiting with it.

So, when I went to punch it, it was about two minutes behind then, because the whistle had blowed already. So this foreman, Charlie Hebner, that is also foreman in the [fol. 406] mixed pickle, and I worked for him several times, he was just passing by, and I says, "Look, Charlie," I says, "I can't punch now." I says, "I will be two minutes behind."

Now, other times he would see that it was corrected in a more satisfactory way, but he shrugged his shoulders

and said, "I can't help it. What can I do? I can't help it." And he just shoved me off that way. So I didn't think it was—which he never used to act that way before. He would always try to help us on an occasion of that kind.

Now, there was one instance. So then I asked the time-keeper to straighten the card up, and she told me, "Well, go over there and tell about it, and they will fix it up for you." Just like that.

So that is one instance in one case there where I didn't make, which they never acted that way before. It was more of a friendly—they were more friendly towards one another.

Trial Examiner Walsh: I think that is all I have.

Further Cross-examination.

By Mr. Reed:

Q. This Charlie Hebner that you speak of, doesn't wear a foreman's uniform, does he?

A. Well, as I said before, before the strike only foremen used to wear those uniforms.

Q. Well, Charlie Hebner doesn't wear a foreman's uniform now, does he?

A. Well, I don't know what you consider it, but I still call it a foreman's uniform because they used to wear—foremen used to wear those uniforms before the strike.

Q. What is the difference between a foreman's uniform and any other uniform?

A. Well, the uniform that I wear and the other laborers wear, they are striped overalls.

Q. Some of them wear grey, don't they?

A. Yes, the grey the foremen used to wear those before, but now whoever wants to wear them now can wear them.

Q. Well, what do you call a foreman's uniform, grey or white?

A. Grey.

Q. Don't some of the foremen wear white?

[fol. 407] A. Yes, but they are different. I consider them, that they are a little higher up than a foreman. They have more authority.

Q. Then you think a white uniform denotes a superintendent or manager or something?

A. Assistant, assistant department manager, or something in that order.

Q. And grey means a foreman's uniform?

A. A foreman. That is what I consider them.

Q. Mr. Koehrer, the foreman, doesn't wear any uniform, does he?

A. No, I never seen him in a uniform. I don't see why they don't try and make him wear something than the clothes he does wear.

Q. That is all.

A. I don't think he is the sole owner of the company, either.

By Trial Examiner Walsh:

Q. Mr. Pintus—

A. And I think they should put a uniform on him also.

Q. Mr. Pintus, a moment ago you said that now—I suppose you mean since the strike—anybody may wear one of these grey uniforms, am I correct?

A. To my recollection, yes, sir.

Q. What do you mean to suggest by that, that there was some kind of an official announcement that this uniform previously confined to a certain group has now been made the privilege of all the employees?

A. No, there was no official announcement, but it just seems that anyone who wants to wear that kind of a uniform may.

Q. On previous times it seemed as though they might not?

A. Yes.

Q. And just how would a new employee have known it before the strike that he should not wear that kind and since the strike know that he may wear it? How do you know that sort of thing?

A. Well, I know when I first started there, it was shown to me, and proved to me that I should wear overalls, not no uniforms, and everyone—everyone else that labored there wore overalls. And this uniform that I am speaking of, and the overalls are two different things, because they are only trousers, and a jacket, and the overalls we wear are with a bib, on striped.

Q. And when you went there, you provided yourself with [fol. 408] overalls because all of the other workers wore overalls.

A. At that time, when I started there, we could wear any kind of overalls. I know I wore blue denim overalls when

I first started there for a while. Then there was a law passed there in the company that the uniforms must be all alike.

Q. Well, now, have any employees like your self provided themselves with a grey uniform?

A. Yes.

Q. Some of them?

A. Some of them has.

Q. Bought them themselves, so far as you know?

A. Yes, sir.

Q. How do you account for that if there wasn't any announcement to the effect that they might do that?

A. Well, I never—I never heard of any official announcement about it that you were permitted to wear the same uniform as a foreman, but I seen them going to the stock room and coming back with a different color uniforms.

Q. You got your uniform—those uniforms, are they purchased at the plant, the grey uniforms?

A. Yes.

Q. And what about your overalls?

A. They can be purchased there also.

Trial Examiner Walsh: That is all.

Mr. Kleeb: Just this question.

#### Redirect examination:

By Mr. Kleeb.

Q. Who was it that informed you when you started to work that you had to equip yourself with overalls?

A. A foreman by the name of Ollie Thompson.

Q. Did he explain to you or not the different kinds of uniforms that were to be worn?

A. Yes. Well, he explained to me the difference between what I had been wearing and what he insisted on me to wear, the prescribed uniform of the company.

Q. What I mean is this, were you ever told by any foreman or boss the distinction between uniforms, why some wear some and why some wear another?

A. No.

[fol. 409] Q. Were you ever told that?

A. No, just what I have seen and heard from one man to another in every day conversation and with the experienced that I had since I been there.



Q. The bosses wore different kind of uniforms than ordinary workers?

A. Yes, sir.

Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: Anthony Grugurich.

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ANTHONY GRUGURICH, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination:

By Mr. Kleeb:

Q. You are Anthony Grugurich?

A. Yes.

Q. You live at 1900 Rhine Street?

A. Yes.

Q. Pittsburgh, Pennsylvania?

A. Yes.

Q. Are you employed at the Pittsburgh Plant of the Heinz Company?

A. Yes.

Q. About how long?

A. Four years.

Q. What department?

A. Mixed pickle.

Trial Examiner Walsh: Speak a little louder, Mr. Grugurich. What department.

The Witness: Mixed pickle.

By Mr. Kleeb.

Q. The same department that Joseph Pintus works in?

A. Yes.

Q. State whether or not you attended the May 11th meeting of the Heinz Employees Association at the Carnegie Music Hall?

A. Yes, I attended that time, about May 11th, was 8 o'clock.

Q. You did attend that meeting?

A. Yes, in the evening.

Q. Did you observe who was in charge of the meeting?  
[fol. 410] A. Yes.

Q. Who?

A. That was Roberts, timekeeper from machine shop. He was right in the front door when I go in, and he gave me piece of cards, slip the cards, and I don't know what was on the card. I put it in my pocket.

After meeting over, I went out and I throw.

Q. And you what?

A. After I went out, and I throw the cards. And I was in there, and I see Mr. Bennett, and, of course, he divided whole plan into 15 divisions, and each division was appointed some committee.

Of course, the timekeeper from machine shop, the Mr. Roberts, he was appointed in there also. He belong—he used to belong to the 57 Club, member.

Q. Who divided the plant into 15 divisions?

A. Mr. Bennett.

Q. That is Mr. I. C. Bennett?

A. Yes.

Q. Was this done at the meeting?

A. Yes.

Q. What was the purpose, as you understood it, for dividing the plant into 15 divisions?

A. Well, I didn't understand that. They divide into 15 divisions, and they want to control the whole factory by each divisions. They was mostly appoint in there girls, and I think—I am not for sure—timekeepers, too, but I know just Mr. Roberts, he was appointed in there in the 15 subdivisions.

Q. Mr. Roberts was appointed?

A. In the machine-shop division.

Q. As what was he appointed?

A. A committee.

Q. Committeeman?

A. Committeeman.

Q. Was there a committeeman appointed for each of the divisions?

A. For each division. I don't know how many.

Q. The only one you knew was Mr. Roberts?

A. Mr. Roberts, yes.

Q. And this was done at the meeting at Carnegie Hall?

A. Yes.

Q. State again, please, what Mr. Roberts does.

A. He is the timekeeper in the machine shop, and he used to—he was before a 57 Club official.

[fol. 411] Q. What was the 57 Club?

A. The 57, H. J. Heinz Club.

Q. A social club?

A. A social club, yes.

Q. Who appointed Roberts as the committeeman of the machine-shop division?

A. Well, what can I say, I don't think so anybody appoint him by the employees.

Q. How did he got the job? Do you know?

A. Well, when I attended in there, the first, Mr. I. C. Bennett. He had a piece of paper, and he read about the Wagner Labor Relations Act, and then he start—I think he start to divide divisions from each department, and some departments together, and, well, of course, when I was in there nobody allowed anything to say, even the association men, members.

Q. Well, who wouldn't allow them to say anything?

A. Well, the members from the floor.

Q. Why couldn't they say anything?

A. Why, because I figured to myself they was scared. They was scared they going to be somebody appointed from local, from Local 325 into the association, in the committee.

Q. You figured who was scared that would happen?

A. Well, they was scared, that Bennett and all the rest of them. That is what we figured, see?

Q. Did you see any other bosses at this meeting?

A. No, I didn't see.

Q. Did you ever join the association?

A. No, never did approach them.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. This timekeeper down there that you speak of is an hourly employee?

A. Yes.

Q. He wears overalls and a black shirt?

A. Yes.

Q. You don't claim he is the boss or anything of that kind, do you?

A. Well, he isn't the boss, but he is very popular in there.

Q. He is what?

A. He is very popular.

Q. Very popular?

[fol. 412] A. Yes.

Q. Well, then, he is not a boss, is he?

A. Oh, no.

Mr. Reed: That is all.

Mr. Kleebe: That is all.

(Witness excused.)

Mr. Kleebe: Joseph Pavlakovich.

JOSEPH PAVLAKOVICH, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleebe:

Q. You are Joseph Pavlakovich?

A. That is right.

Q. You live at 1021 Vineal Street, North Side, Pittsburgh, Pennsylvania?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, I am.

Q. Speak out.

A. Yes, I am.

Q. Approximately how long have you been employed there?

A. About eight years and a few months.

Q. And in what department do you work?

A. Mixed pickle.

Q. And who is generally in charge of this department?

A. John Koehrer.



Q. Who is your foreman?

A. He is Joe Powell.

Q. He is Joe Powell?

A. That is right.

Q. You are in the same department as Joseph Pintus?

A. That is right.

Q. Did any official or boss of the company ever discuss unions with you?

A. No, I didn't.

Q. Do you know Mr. Heinrich?

A. Yes, I do.

[fol. 413] Q. Superintendent?

A. Yes.

Q. Did he ever discuss unions with you?

A. Well, about two weeks before the strike he came around, and he asked me how long I worked and how much I am making an hour.

Q. Please speak slowly, will you?

A. He says—he asked me how much I am making an hour and how long I am working down there, and he says how do I like my job, and everything else.

And he says, "Well, what union do you favor?"

I says, "No one yet."

So he says, "Do you believe everything what the outside organizers are telling you?"

I says, "Not all of it, most of the stuff I do."

Trial Examiner Walsh: We aren't hearing you. You will have to speak much louder than that.

Mr. Kleeb: Yes, it is necessary so that we can hear you.

A. (continuing) I says—he says, "Do you believe everything what the outside organizers are telling you?"

I says, "I don't believe, but most of the stuff I do."

So he says, "Well, if you don't believe all the outside organizers, you go up and ask Frank Kirschner, because he was once an A. F. of L. man, and he says that the A. F. of L. is no good."

By Mr. Kleeb:

Q. Do you know who Frank Kirschner is?

A. Yes, I do.

Q. Who is he?

A. He is one of them Heinz Association committeemen.

Q. Do you know in what department he works?

A. Well, he works in three departments. He is a mechanic, fixing the machines.

Q. But not in your department?

A. No, not in mine, but I am working in the elevator. I am going the five floors in the building, and he is fixing the machines on the fourth floor right in front of the elevator.

Q. So you know who he is?

A. Yes, I know who he is.

Q. About how long was Mr. Heinrich talking to you?

A. I would say about two weeks before the strike.

[fol. 414] Q. I mean, how long, about how much time?

A. Oh, about 15, 20 minutes.

Q. Was it during working hours?

A. Yes.

Q. And you stopped work to talk?

A. Yes.

Q. Did you ever see Frank Kirschner after Mr. Heinrich's suggestion?

A. No, I never did.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. You were operating an elevator then?

A. That is right.

Q. Mr. Heinrich went to you and told you there was a complaint about your leaving your elevator, didn't he?

A. No, he never say nothing about it.

Q. He told you that the girls were complaining that you were soliciting them for a union, didn't he?

A. No.

Q. Wasn't that the occasion of his talking to you?

A. (Witness shakes head negatively.)

Trial Examiner Walsh: What was your reply. What did you reply to that question?

The Reporter: The record shows the witness nodding his head negatively.

Trial Examiner Walsh: You had better give a negative word, instead of shaking your head.

The Witness: Well, I just say, Mr. Heinrich when he came to me, he says "Which union do you favor?" And I told him I don't favor either one yet.

Trial Examiner Walsh: But to the examiner's question?

The Witness: Yes.

By Mr. Reed:

Q. I asked you if it were not true that Mr. Heinrich talked to you about leaving your elevator and going and talking to the girls about unions.

A. He didn't say nothing about that.

Q. Never mentioned that to you?

A. No.

Q. Then or any other time?

A. Never.

Q. Was there ever a complaint about your frightening [fol. 415] the girls and trying to get them to join the union?

A. No.

Q. You never heard of that?

A. No, sir.

Q. And Mr. Heinrich never talked to you about it?

A. No.

Q. This just happened in this way, he came over, and asked you if you liked your job; that is all?

A. That is right.

Q. You had had some trouble with Mr. Heinrich four or five months before this, in which you were laid off for leaving the job, hadn't you?

A. Laid off for leaving the job?

Q. Yes.

A. I never heard of such a thing.

Q. You were not laid off for a week for leaving the job and going through the plant with a pail of olives one time?

A. Yes, I was, last year.

Q. About how long ago?

A. Last year. I was off a week for giving the girls olives.

Q. And leaving your job?

A. No. I was right on the elevator. I was hauling olives up and down, and a girl came over and said "Give me some olives," and I give her some.

Q. You went over into another department, fifty feet away, with a pail of olives, and gave them olives?

A. A girl came over; I gave her olives.

Q. You have been unfriendly with Mr. Heinrich ever since?

A. We are good friends, but two weeks before the strike he just asked me which union I favor. That's all he says to me about union.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. Where were you when you gave these olives to the girls?

A. Right in the elevator.

Q. That was the only place you were when you did give them away?

A. That's right.

Q. And it was for that you were laid off?

A. Yes.

[fol. 416] Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: If the Trial Examiner please, may I ask to adjourn the morning session until this afternoon at one-thirty?

Trial Examiner Walsh: We will reconvene at one-thirty.

(Thereupon, at 12:15 o'clock p. m., a recess was taken until 1:30 o'clock p. m.)

#### After Recess

(Whereupon the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner Walsh: The hearings will please come to order.

Mr. Kleeb: Steve Kuss.



\*STEPHEN KUSS, a witness called by and on the behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Stephen Kuss?

A. Yes, sir.

Q. And you live at 561 Stanford Avenue, Westview?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes.

Q. I want you to speak loudly so everyone can hear your answers you give. Will you, please?

A. Yes.

Q. How long have you been employed by the Heinz Company?

A. 17 years, I work on the H. J. Heinz Company. It will be 18 years November first, now.

Q. Going on 18 years?

A. Yes.

Q. What department do you work?

A. In the cooperage department.

[fol. 417] Q. Who is boss of that department?

A. Johnnie Koehrer.

Q. And who is general superintendent of the plant?

A. That's it—

Q. Who is superintendent of the plant?

A. Well, that's he, himself, too.

Q. Do you know Mr. Heinrich?

A. Oh, Mr. Heinrich, yes.

Q. What is he? Is he the big boss?

A. Yes, that the big boss.

Q. Mr. Kuss, state whether or not you were ever approached by Mr. Heinrich about unions. Were you, Yes or No?

A. Well,—

Q. Were you ever?

A. Yes.

Q. When?

A. That was May, but I am not sure—11th or 12th.

Q. Of this year?

A. Of this year, yes.

Q. Where were you when you were approached by Mr. Heinrich?

A. I was met Mr. Heinrich on the fourth floor, on the elevator, up and down.

Q. You run the elevator?

A. Yes. He stopped me on the fourth floor.

Q. And it was around the 11th or 12th of May, I believe you said.

A. Two fellow, and he was together.

Q. Who was with him?

A. Some other fellow by the name of—the man that makes the mayonnaise.

Q. Do you know his first name?

A. I know his first name but I don't know last names.

Q. Tell us what Mr. Heinrich said and what you said; tell us slowly.

A. When Mr. Heinrich met me on the fourth floor he asked me, "How long you work at the Heinz Company?"

I said, "17 years."

He said, "I heard you were at a meeting last night."

I says, "Yes, Mr. Heinrich. You know," I said, "we will meet tonight again." That was Friday.

Q. What meeting were you talking about?

A. You know, meeting of the outside union. I said, "I [fol. 418] am going to the meeting tonight again, Mr. Heinrich."

He said to me, "Steve, we don't want you to go on the outside meeting," he said; "you stay here where you are. I give you a better job and more money."

I say, "I don't need no better job. I need more money, Mr. Heinrich." That's what I said to him.

Q. Was anything else said?

A. He said, "Well, the union don't give you a job." He said, "Company always give you a job."

Q. Anything else?

A. That's all.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. Were you a member of the union from the start, over there, when it first started?

A. Well, I am not sure, exactly, what day it was that it was start. I think April sometime, outside union, you know, I mean.

Q. You were active in it right from the start, weren't you?

A. Yes.

Q. And did you get some cards signed up by the other members?

A. Yes, I get the cards from inside, too. Two fellows was come; he said, "Steve, if you want to go work on the H. J. Heinz Company you sign those cards."

Q. I asked you if you got union cards to sign up. Did you get people to sign union cards?

A. I got outside but not inside.

Q. Were you getting union cards signed up? You were getting people to sign up for the union, weren't you?

A. Well, comes right in the house.

Q. I didn't ask you that. Were you around getting people to sign union cards?

A. I don't was around there. Somebody else around, must be, because I was up in the hall. That's where I was signing, over there, on the cards.

Q. Were you talking to people about joining the union?

A. No, I never had nobody can said I said that.

Q. Didn't Mr. Heinrich complain to you you were leaving your elevator and going around the floor talking to people about joining the union?

[fol. 419] A. No, he don't say that.

Q. Isn't that what he talked to you about?

A. Not on the elevator—he was talk to me and the other fellows, there was two together. He knows what I was talking. He said, "Don't go outside union," he said outside union don't give me a job.

Q. Do you say he didn't complain to you about leaving your work at the elevator and talking to other employees about joining the union?

A. No.

Q. Didn't he take that up with you and scold you about it?

A. No.

Q. What was the man's name he was with at the time?

A. His name was Joe.

Q. Joe Donas?

A. I don't know. Do you know—(Addressing spectator in courtroom.) The fellow up there?

Q. Joe Donas, is that the name?

A. No.

Q. His job is mixing mayonnaise, is that right?

A. Yes.

Q. And you were with him when Mr. Heinrich—

A. I no was with him. Mr. Heinrich meet me first and that man brought a truck or something, comes over there by the elevator, and he meet him, too; grabbed him one side and me the other side.

“Boys,” he said, “I want to talk to you both.” That’s why we was come together. I got no time to meet somebody there.

Q. You were not in the elevator then?

A. No.

Q. Where were you then?

A. Up on the fifth floor.

Q. That’s not where your job is?

A. Yes, that’s my job.

Q. Your job is to run the elevator, isn’t it?

A. Yes.

Q. What were you doing on the floor.

A. Because he stopped me on the floor.

Q. How did you come to be out on the floor? How did you come to be out on the floor talking to Donas when Heinrich came along?

A. I come up to the fifth floor, he was up on the fifth [fol. 420] floor talking to John Palivoda. He told me, “Wait a minute,” and I was waiting for him, for Mr. Heinrich, and I come down from the fifth floor to fourth floor and he pulled me on the side, there, and he was talking to me; Mr. Heinrich.

Q. Didn’t he ask you why you weren’t on the elevator?

A. He don’t ask me that because he knows I work that job.

Q. Do you say that you had not been leaving your elevator and talking to employees in the plant about the union?

A. No, sir.

Q. You had not been doing that?

A. No, sir, I was keeping on the job all the time and everybody knows that. Nobody can prove me with that.

Mr. Reed: All right.



## Redirect examination.

By Mr. Kleeb:

Q. Was it Joe, this mayonnaise mixer you are talking about, was he with you when Heinrich talked to you?

A. No.

Q. Just you and Heinrich?

A. I was just come to Mr. Heinrich from the fifth floor to the fourth floor—

Q. Just a minute. When Mr. Heinrich talked to you about unions, that you have testified to, was Joe there?

A. Yes, Joe was listening the same as me; both.

Q. Joe was there when Heinrich was talking to the two of you about unions?

A. Yes, he was talking first to me; nobody else there; and when he was coming, Joe coming, he brought trucks, I don't — what he got, and Mr. Heinrich stopped him too. He said, "Joe, wait a minute. I want to speak to you fellows."

Q. And talked to both of you?

A. Yes.

## Recross-examination.

By Mr. Reed:

Q. Didn't Mr. Heinrich say to you that you could belong to any union you wanted to?

A. He don't say what union we belong, he just said, "Don't go outside union."

[fol. 421] Q. Didn't he say to you you could belong to any union you wanted to?

A. No.

Q. He didn't say that?

A. No.

Q. That you couldn't go on the floor and get members?

A. No, he didn't say that either.

Q. He didn't say that?

A. No.

Mr. Reed: That's all.

(Witness excused.)

Mr. Kleeb: Agnes Gajewski.

AGNES GAJEWSKI, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Agnes Gajewski?

A. Yes.

Trial Examiner Walsh: Let's have the spelling of that name.

Mr. Kleeb: G-a-j-e-w-s-k-i. Off the record, the witness is slightly hard of hearing.

Q. Where do you live?

A. 149 Home Street; that's out in Lawrenceville.

Q. Lawrenceville, Pittsburgh, Pennsylvania?

A. Yes.

Q. Speak loudly to my questions so the Trial Examiner can hear you and they can hear you way over there. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I don't understand you.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been employed there?

A. It will be 10 years in March.

Q. What department are you in?

A. Preserve department.

Q. Who is your foreman?

A. Albert Marzolf.

Q. Who is your forelady?

A. Theresa Schirer.

Q. Is the preserve department one whole department or [fol. 422] are there divisions?

A. No, that is in divisions. It is in three divisions.

Q. What are those three divisions?

A. Labeling, filling, and kitchen.

Q. And what department are you in?

A. Labeling and wrapping.

Q. And this Theresa Schirer is the forelady of that division?

A. She is only forelady of the labeling and wrapping division.

Q. That is your division?

A. Yes.

Q. Is Marzolf foreman of the entire preserve department?

A. Yes, exactly.

Q. About how many employees are there in the wrapping and labeling department?

A. 22 employees.

Q. Are they all girls or all boys, or mixed?

A. They are all girls in that department that I am in.

Q. Will you state whether or not you were ever approached by any foreman or forelady regarding the Heinz Employees Association? Yes or No.

A. Yes.

Q. Do you recall when you were so approached?

A. April 30th.

Q. Of this year?

A. Yes, Sir.

Q. State who approached you.

A. Albert Marzolf.

Q. During working hours?

A. Yes, sir, 20 to 2.

Q. Will you state what he did and what he said?

A. Well, he come up to me with a piece of paper. There was two names on there. He wanted me to sign that.

Q. Before going further, I hand you Board's exhibit 7. Will you look at it and state if that is the kind of a paper that Albert Marzolf handed you?

A. Well, it was on that sheet. There was lines like that, but it didn't have so much written. I only remember, "I hereby apply myself to Heinz Employees Association."

Q. And you did observe signatures on the paper?

[fol. 423] A. One or two signatures on there.

Q. State as best you can recollect what Marzolf said.

A. Well, he come up to me and he asked me to sign that paper. I says, "No." Then he went to each and every girl. I seen him. He come back to me, and he says maybe I have changed my mind.

I says, "No."

He says, "Well," he says, "you are here long enough; you should know better than that. If the outside union, that is, A. F. of L., wins," I "won't possibly have a job."

Q. Well, did you sign that second time?

A. No, I didn't.

Q. Was that the same day?

A. The same day.

Q. Did anything unusual happen after that?

A. The forelady come up to me about two minutes after.

Q. Is that Theresa Schirer?

A. Theresa Schirer.

Q. And what time was it when she approached you?

A. Well, it was 20 to 2. He came up to me 20 to 2, and it was 20 after she come up.

Q. Did the forelady talk to you?

A. Yes.

Q. What did she say?

A. She was nice about it. She says, in a nice way, but she says not to let the company down, to be with them 100 percent, to sign my name on there. She had me crying. She got me all worked up.

Q. And did you sign it that time?

A. No, I didn't. She walked away.

Q. When did you sign, or did you ever sign, rather?

A. I signed that same day.

Q. The same day?

A. My girl friend handed me the paper.

Q. And why did you sign?

A. Well, I was afraid I was going to lose my job, after the foreman says if the outside wins I wouldn't possibly have a job, and the forelady says—Well, I was scared; that is why I signed it. Anybody would have signed it if they would have told them that.

Q. Did you observe the foreman, Marzolf, going among other girls with this paper?

[fol. 424] A. He went to each and every one.

Q. At the time you first saw the paper did you observe how many signatures were on it?

A. There was two signatures on there.

Q. When you signed were there more than two signatures on it?

A. Everyone. I was almost the last one, all but a few more yet.

Q. After you signed that day, were you ever approached again by anybody about the association?

A. Never.

Q. Did you ever pay any dues into the association?

A. Never.



Q. Were you ever asked to pay any dues?

A. Never. Nobody asked me.

Q. Since the settlement of the strike at the plant, has anybody ever approached you about the association?

A. Nobody. Nobody ever bothered me.

Q. Did you ever attend any of the meetings of the association?

A. Not one, never.

Q. Did you ever receive a membership card from the association?

A. Never.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. You were active in the union from the beginning, weren't you?

A. I can't hear you. You will have to come up here.

Q. Weren't you active in the union from the beginning? From the beginning of the union activity, weren't you interested in it, from the start?

A. What do you mean?

Trial Examiner Walsh: I guess you will have to get quite close.

The Witness: I can't hear you. You will have to speak louder.

By Mr. Reed:

Q. Weren't you interested in the union from the beginning of the union over there?

Do you remember when the union started over in Heinz?

A. Yes.

Q. Weren't you interested in it from the start?

[fol. 425] A. I don't understand what you mean by that.

Q. Well, when did you first get interested in the union?

A. You mean the outside union?

Q. Yes.

A. Well, I signed the same day that they made me sign for the inside.

Q. You signed both of them the same day?

A. Yes, the same day.

Q. You are a steward in the union now, are you?

A. Yes.

Q. Now, this conversation that occurred at two minutes to two on April 30th, how do you fix that in your mind? How do you remember it was 20 minutes to 2 on the 30th?

A. I looked at the time.

Q. Why did you look at the time?

A. I wanted to know what time it was.

Q. Well, do you remember the time and the date that everything happened about that time?

A. I do.

Q. What time did you sign the union card?

A. In the evening after work.

Q. What time?

A. Seven o'clock.

Q. You remember that time, too?

A. Yes.

Q. What time did the forelady talk to you?

A. Two o'clock.

Q. Did you mark it down anywhere?

A. No, I didn't mark it down.

Q. Did you mark down 20 minutes to 2 on April 30th?

A. Well, I don't have to mark it. I have a good memory.

Q. Well, is that the only time anybody talked to you, Marzolf or the forelady?

A. What did you say?

Q. Is that the only time they talked to you about the union?

A. That was the only time, that one day.

Q. And you knew that there was a lot of union talk going around the plant?

A. Yes, I knew.

Q. Did you mark that down or remember the time that anybody else talked to you, any of the other girls?

[fol. 426] A. Oh, I didn't see why I should.

Q. Why should you remember this? Why did you remember this?

A. Yes?

Q. Why did you remember this?

A. Why did I remember it?

Q. Yes.

A. Because I was there to work and not for any foreman to come up to me and talk to me. They didn't come up and

talk to me no other time, why should he bother me talking union to me during working hours? I was there to work, not talk union.

Q. And that is why you remembered?

A. That is why I remembered it.

Q. That is why you remember the time?

A. When he threatened me with the job, that is why I was all worked up, I couldn't work.

Q. That is why you wept?

A. That is why I wept.

Q. You have had a lot of trouble over there before, haven't you?

A. What other trouble?

Q. You have been known as a trouble-maker in that department; haven't you?

Mr. Kleeb: I object.

A. No, I wasn't.

Mr. Kleeb: I object to the line of questioning as immaterial. After all, there is nothing in the direct examination, and there is no issue in here about her being in trouble in the plant.

Mr. Reed: The interest of the witness is always material.

Trial Examiner Walsh: Objection overruled.

By Mr. Reed:

Q. Have you had trouble there before?

A. No.

Q. Never had any trouble with Mr. Heinrich?

A. No. What trouble?

Q. Or Mr. Marzolf?

A. Mr. Marzolf?

Q. Yes.

A. That was after the strike, I had him down in Heinrich's office.

Q. And any other time before the strike?

A. Never.

Mr. Reed: That is all.

[fol. 427] Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: Marie Muskardin.

MARIE MUSKARDIN, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleebe:

Q. You are Marie Muskardin?

A. I am.

Q. You live at 1007 Vineal Street, North Side, Pittsburgh, Pennsylvania?

A. Right.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. How long have you been employed there, approximately?

A. About four years, but I was laid off for three months. I worked there 11 months, then I was laid off for three months.

Q. I mean this last period.

A. Oh, the last period, about three years.

Q. And in what department do you work?

A. Preserve department.

Q. Who is foreman of that department?

A. Albert Marzolf.

Q. What division of the, preserve department do you work in?

A. Filling.

Q. What kind of work is that?

A. Well, they fill the pudding in cans, and I run the double seamer that puts the lids on these cans.

Q. After the cans are filled, do you—

A. Yes, sir.

Q. You see that they are capped?

A. Right.

Q. Do you know Lillian Thompson, in your department?

A. I do.

Q. What does she do?

A. She was the timekeeper at that time.

[fol. 428] Q. Prior to the strike?

A. Prior to the strike. The day of the strike she got a job in the factory office.



Q. And do you know where she is now?

A. Factory office.

Q. On what floor do you do your work?

A. Fourth.

Q. And prior to the strike on what floor did Lillian Thompson work?

A. Fifth floor.

Q. Fifth floor?

A. Right.

Q. That is in what building?

A. In the preserve building.

Q. Is it or was it then customary for Lillian Thompson, the timekeeper, who was on the fifth floor, to spend much time on your floor?

A. No, it wasn't.

Q. Where on the fifth floor did she work, if you know?

A. It was up on the labelling and wrapping department. She had her desk up there.

Q. And when, if you know, would it be necessary for her in performing her duties as timekeeper to come on your floor, the fourth floor?

A. The only time would be to collect the filling girls' time cards; that is, we leave our cards down on the fourth floor and she comes and collects them. That would be the only time, or else if there would be a phone call for Albert Marzolf.

Q. So that would be about how many times a day?

A. Well, two or three times, I suppose.

Q. Would she have to stay long to do that work?

A. No, she wouldn't have to stay long to collect the time cards.

Q. Will you state whether or not you were ever approached by anyone during working hours?

A. I was first approached—

Q. Excuse me a minute.

A. Yes, I was.

Q. Was it in reference to the Heinz Employees Association?

A. It was.

Q. Will you state who approached you?

A. Lillian Thompson.

Q. That is this timekeeper?

[fol. 429] A. Right.

Q. And can you state when, with reference to the strike that this occurred?

A. It was about four weeks before the strike.

Q. And at the time were you on hourly work or on piece work?

A. Hourly work.

Q. Are you on piece work now?

A. I never do work on piece work.

Q. Will you state what happened when Lillian Thompson approached you?

A. Well, she approached me, that was four weeks before the strike, was on a Friday morning. She approached me about 10 o'clock that morning, and she had a paper in her hand and asked me if I cared to sign.

Q. Sign the paper she had?

A. Sign the paper.

Q. I hand you Board's Exhibit 7. Will you look at it and read it and state if that is like or similar to the kind of paper Lillian Thompson had?

A. That is right.

Q. It was like that?

A. It was like that.

Q. Did she approach you in full view of the forelady or foreman?

A. The foreman was on the floor on the opposite side of where I worked talking to the girls on the filling line.

Q. Was there anything that you observed to prevent him from seeing Lillian Thompson?

A. He couldn't help seeing because he can see when he is on that side. He can see over onto the side where I work.

Q. Now tell us what Lillian Thompson said to you about the paper and what you said.

A. She said, "Marie, do you care to sign this?" And I said, "Well, let me read it." She said, "It is up to you." So I read it and there was a few signatures on there, but I said, "Now, Lillian, I don't care to sign it."

Q. She walked away?

A. She walked away.

Q. Do you know Marian Saunders?

A. Marian Saunders, yes, I do know her.

Q. Who is she?

A. She was a wrapper on pudding then, but is now a time-keeper.

[fol. 430] Q. That is, prior to the strike she was a wrapper?

A. She was a wrapper.

Q. And now she is a timekeeper?

A. Timekeeper.

Q. A timekeeper where now?

A. Preserve department.

Q. Do you know how long she has been a timekeeper?

A. 24th of May.

Q. That was the day of the strike?

A. Right.

Q. A wrapper on that floor before the strike?

A. Fifth floor.

Q. That is the same floor Lillian Thompson worked on prior to the strike; is that right?

A. That is right.

Q. As a wrapper on the fifth floor, would she have any business on the fourth floor during working hours?

A. Well, at the time she approached me she should be wrapping.

Q. Did she approach you?

A. She did approach me.

Q. When?

A. That was a week later after Lillian Thompson approached me.

Q. And at that time Marian Saunders was a wrapper?

A. A wrapper on pudding.

Q. And what time of the day was it she approached you?

A. Well, I went to the wash room at 3:30 that time, and I come back at 20 minutes to 4:00, and Marian Saunders was standing there with a paper in her hand.

Q. What kind of a paper?

A. For the Heinz Employees Association.

Q. The kind of paper I showed you before?

A. Right.

Q. And why do you say at that time she should have been wrapping, Marian Saunders?

A. I don't know why she should have left her job, she should have been up there. I am not allowed to leave my job and go up on the fifth floor and talk to anybody.

Q. Where did she approach you and talk to you?

A. She approached me at my job where I was running a double seamer.

[fol. 431] Q. On the fourth floor?

A. On the fourth floor.

Q. In full view of the foreman?

A. In full view of the foreman. He is on the other side talking to the filling girls.

Q. Tell us what Marian Saunders said and what you said.

A. She asked me to sign, and I said, "Listen, Marian, don't come down here and bother me during working hours. I don't go up and bother you." I said, "I don't know what I am signing for, I don't know what I am going to get, or I don't understand anything about it."

Q. What did she do?

A. She says, "Oh, the trouble with you is nobody can talk to you." I said, "Well, what do you mean?" "Well," she said, "nobody can just talk to you." That is all she said. She wouldn't explain herself.

Q. And she walked away?

A. She walked away.

Q. Did you look at the paper at that time?

A. I did read it then again.

Q. And were there any signatures on the paper?

A. There was a few.

Q. Did anything happen after she left, on the same day?

A. Well, about two minutes after she left Albert Marzolf, the foreman, came to me and asked me why I jumped on Marian the way I did. I said, "Well, Al, I am not allowed to go up and talk to Marian or bother her during working hours. I don't want her to come down here and bother me either."

Q. Was anything said by Marzolf at that time about unions?

A. Well, he said, "You will find yourself out in the street next week with Frank Novak."

Q. Who is Frank Novak?

A. Frank Novak is now the president of the local 325, A. F. of L.

Q. Did you ever sign this paper that we have referred to previously?

A. I did. When Marian Saunders approached me after working hours, I had to take my lost-time sheet up to the desk, which is on the fifth floor, and on the desk this petition for the association was laying there with a pencil beside it. [fol. 432] Lillian was closing her desk up, getting ready to go home.

Q. Lillian who?



A. Lillian Thompson.

Q. It was her desk, you are talking about?

A. It was her desk, then the timekeeper's desk.

Q. State what happened.

A. Well, the paper was laying there, and I was so worked up with what Al told me that I would be out in the street—I suppose he was referring to this association, if I wouldn't sign it I would be out in the street.

Q. That is what you thought?

A. That is what came to my mind right away.

Q. And what did you do up to the desk?

A. So I took my lost-time sheet up there, and I had put it in the corner of the blotter, and aside of the paper laying there with all the names on and, of course, I was the last one to sign; everybody else signed. I thought—I said, "I will sign it, but I am not for it." So I signed my name and I left.

Q. Did Lillian Thompson do anything or say anything in response to that?

A. She didn't say anything.

Q. Did she do anything?

A. No, not at all.

Q. Do you recall the election conducted by the Labor Board, June 8th of this year?

A. I do.

Q. Since that election and since the plant has operated, since the strike, have you observed any difference in the working conditions in your department than existed prior to that election?

A. Well, I was treated the same as before.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. This Lillian Thompson is an hourly worker the same as you are, isn't she?

A. She is.

Q. And this Marian Saunders is a pieceworker in the wrapping department?

A. She was at that time.

Q. Yes. So that when she came down from the wrapping department she was losing wages when she talked to you, and you weren't, were you?

A. Well, that was on the company's time, wasn't it?

Q. Well, was it the company you were worried about for [fol. 433] fear they would lose money?

A. I wasn't worried about anybody in particular.

Q. Have you had any trouble with this Marian Saunders before?

A. Never before. We were on friendly terms.

Q. You were pretty loud in your talk that day, weren't you?

A. Well, she got me so mad because I couldn't bother nobody during working hours; why should she bother me?

Q. Well, you had quite—

A. And I knew that we weren't allowed to talk union during working hours, so I didn't want her to bother me about the union, and I didn't bother with anybody else about it.

Q. Well, now, you know you weren't allowed to talk union during working hours.

A. I heard it going around through different people.

Q. And there was a lot of union talk wasn't there?

A. There was, both for the company and outside.

Q. That is right. And Mr. Marzolf came over and asked you what the row was about between you and Marian; didn't he?

A. He just asked me why I jumped on Marian the way I did when she asked me to sign this petition.

Q. What time was that?

A. That was two minutes to four, when I come back from the washroom, when Marian was waiting for me.

Q. What day?

A. Friday, May 7th.

Q. Friday, May 7th?

A. Right.

Q. And this other thing was at 10 o'clock in the morning, May 7th, was it?

A. No, that was April 30th, when Marian—when Lillian Thompson came to see me first.

Q. That was at 10 o'clock on April 30th?

A. That was on a Friday, too.

Q. On Friday. Why do you remember those exact times?

A. Well, I remember that pretty well.

Q. Well, why was there anything to fasten it in your mind?

A. Well, I just—I don't know what made me remember [fol. 434] it. I just thought maybe I had better, but after

that, after Albert Marzolf talked to me that way, that I will be put out in the street, I signed up with the union. And I got talking with one of the fellows, and he asked me if anybody ever did talk to me about the association, and I told him. Well, then, he says, to bear that in mind. Well I did.

Q. You are vice president of the union now?

A. I am.

Q. And you were interested in the union at that time, weren't you?

A. Well, not at that time, when they came with the petition for the association. I didn't care to bother about any, but after they started to come and bother me on working time, and that, why, I signed up with the outside.

Q. You hadn't attended any of their meetings?

A. No, I didn't.

Q. The association meetings?

A. No.

Q. You heard Marzolf say frequently to the girls that they had to stop talking union during working hours, didn't you?

A. What do you mean?

Q. Didn't you hear him say frequently to the various girls that they had to stop talking union during working hours?

A. I never heard him say that.

Q. Where did you get your opinion, then, that you couldn't talk union during working hours?

A. Well, at lunch, and I heard other people say you are not allowed to talk union during working hours, and I read the newspapers.

Q. Well, what did the newspapers say?

A. The newspapers say plenty about union.

Q. Well, did they say anything about talking union during working hours?

A. When anybody has a case, or that, they bring that up, don't they, about talking union on working hours? I am there to work and nothing else; I know that much. I pay attention to my job and nothing else.

Q. Was there anything at that time in the paper about the Heinz situation?

A. No, nothing about the Heinz situation that I can remember.

Q. Any other labor matter that brought that to your attention.

[fol. 435] A. Well, there have been quite a few labor matters brought up in the paper at that time.

Q. How long have you worked over there?

A. Three years of steady employment now.

Q. Have you had any difficulties?

A. No, not at all.

Mr. Reed: That is all.

(Witness excused.)

Mr. Kleeb: Edith Sherbon.

EDITH SHERBON, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

#### Direct examination.

By Mr. Kleeb:

Q. What is your name?

A. Edith Sherbon.

Q. Miss Sherbon, take your time and speak out loud in answering the questions so that we all can hear it, will you please?

A. Yes.

Q. Where do you live?

A. 101 Jacksonia Street.

Q. That's North Side, Pittsburgh?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. Approximately how long have you been employed there?

A. It was four years, July 28th.

Q. Of this year?

A. Of this year.

Q. In what department do you work?

A. In the cereal.



Q. What is the nature of your work?

A. Inspector.

Q. About how many girls are in the cereal department?

A. I would say there are about 15 girls.

Q. And who is in charge of that department?

A. Clara Gazzo.

[fol. 436] Q. What's the first name?

A. Clara.

Q. Is she a forelady?

A. She is a forelady.

Q. And is she your immediate boss, I mean, she is your boss?

A. Well, she has charge over us girls, but there is a foreman over her.

Q. Who is that?

A. Bill Rickwalsky.

Q. How do you spell that?

A. R-i-c-k-w-a-l-s-k-y, I think, I am not sure.

Q. He is foreman of the department?

A. He is foreman over the cereal department.

Q. And Clara Gazzo is forelady of the cereal department?

A. No, she is forelady of the fifth floor only.

Q. There are more than one foreladies?

A. It's divided into two departments, the third floor and fifth.

Q. The third floor and fifth floor?

A. Yes.

Q. And you are on what floor?

A. The fifth.

Q. And it's over that floor, that group, that Clara Gazzo is forelady?

A. Yes.

Q. Do you know who is forelady of the fifth floor?

A. Catherine Vogel.

Q. When did you, for the first time, hear Anything about the Heinz Employees Association?

A. The first time I ever heard anything about the Heinz Employees Association was one afternoon when the time-keeper, Josephine Malik, took my place with the washroom, and when I came back she still had my place and she handed me a paper and a pencil and she said to me would I care to sign the Heinz Employees Association, so I looked at this paper, although I don't remember what was written on it,

it was a typewritten sheet, and I believe there was two or three names at the bottom—

Q. I hand you Board's Exhibit 7 and ask you to look at it and read it and state if that's the kind of paper or if that is a similar paper to the one Josephine Malik handed you?

[fol. 437] A. Yes, I would not say it was this paper, but it's similar to it.

Q. I asked you if it was similar.

A. Yes.

Q. And the wording on this paper, is like the wording on the paper she gave you?

A. Yes.

Q. And did you observe any signatures on the paper when you saw it?

A. There were two or three signatures at the bottom.

Q. Will you please relate what your conversation was with her?

A. When she asked me to sign this Heinz Employees Association I said to her, "Who is the head of it?" And she didn't answer that question, and then I said to her, "And what does it promise us?" Still she didn't answer. So I said to her, "Well, I will think it over," and I gave her back the paper and pencil and the paper was unsigned.

Q. By you?

A. It was without my name.

Q. Are you able to fix as to time about when this occurred?

A. I would say it was about the second week in May and it was the first part of the week, I would say.

Q. Following that occurrence, did anything unusual occur in your department with reference to this association?

A. Yes.

Q. Will you state what happened and when?

A. It was on a Friday afternoon, in the time booth, between 1:00 and 1:30. We girls were all called together, according to our grapevine system; one told the other one that we were to go in the cut wheat room. It was a small room off our main workroom. So when we were all assembled in this room the forelady said she was surprised at the attitude we were taking towards the Heinz Employees Association. She wanted to know why we didn't sign it.

Q. Is that Clara Gazzo?

A. Clara Gazzo.

Q. Go on; tell us all that occurred.

A. She said that Heinzes had always treated us right during the depression, they always had given us work and she said if we joined an outside union we would have to [fol. 438] pay \$3 a month dues where if we joined the Heinz Employees Association we would pay 50 cents a month.

Q. Did anything else occur?

A. She got a girl by the name of Violet Schneider up there and she said to her, "You get up and tell these girls about unions. You seem to know more about this than the rest of them."

Q. Who said this, this Violet Schneider?

A. Clara Gazzo.

Q. Did she get up and speak?

A. She did, and she spoke for the inside and against the outside.

Q. And can you recollect anything she said at that time?

A. No, I just can't recall anything she said. She said the Heinzes had always treated her right while she worked there, although I can't recall everything she said.

Q. About how long did this meeting in the cut wheat room last?

A. I would say about 20 minutes.

Q. Which girls were assembled in this meeting?

A. All of us girls were in there. The Heinz Employees Association, girls that had signed with that and the outside.

Q. What I mean, was it the entire cereal department, or just one of the two floors?

A. Just the girls that worked on the fifth floor.

Q. So as to clear the record: When you testified previously there were 15 girls in your department—

A. I said approximately.

Q. —did you mean in your entire cereal department, or on your floor?

A. On our floor.

Q. Do you know approximately how many are on the other floor?

A. Oh, I would say about seven or eight.

Q. Did you ever sign this petition, Miss Sherbon?

A. Yes, I did.

Q. That this Malik girl showed you?

A. Yes, I did.

Q. Will you state when you signed and the circumstances surrounding your signing of this paper?

A. Well, after the forelady got through giving us this talk why, naturally, we girls were discussing it among our- [fol. 439] selves, so there was eight of us altogether at that time, that hadn't signed it, and they wanted to sign it. They were afraid they were going to lose their jobs. I said, "Well, there is eight of us, we can surely stick it out."

Q. Can you name the eight?

A. There was Antoinette Kopelic, Martha Samuel, Sophie Bronowicz, Armeda Ferrari, and Mary Hrovat, myself, Helen Lipp, and a girl by the name of Angela Bruzuska.

Q. How do you spell that last name?

A. B-r-u-z-u-s-k-a, although I couldn't say for sure.

Q. Go on.

— "I said, "There are eight of us, and we could surely stick it out. But they were worried, and each of them signed it so I didn't want to be the lone wolf, I signed it too.

Q. Where were you when you signed it?

A. At the timekeeper's desk.

Q. How did you happen to be there?

A. It was shortly before 5, I would say about 3 minutes to 5:00, and we went over there for our time card and this sheet of paper, plain sheet of paper was lying on the desk all afternoon for the girls to sign their names to it.

Q. Did you just voluntarily walk up and sign the paper at the time? I mean, did you just voluntarily, of your own free will, sign this paper?

A. No, I didn't want to sign.

Q. Why did you sign?

A. Because all of the rest of them signed and I was afraid of losing my job if I didn't sign it.

Q. Is that why you signed?

A. That's why I signed.

Q. Why were you afraid you would lose your job and why did you think you would lose your job?

A. Well, I know they don't care much for the union down there. I will tell you something that happened before. Before we ever had any talk going around the plant. You know, I heard there was going to be a meeting of the A. F. of L. and I happened to mention it to one of the girls down there I would like to go. I said to her, "Wouldn't you like



to go too?" I said, "How about three or four of us going up to the meeting and seeing what it's like?" So a little bit later on I heard a certain girl say that the forelady had come to her—

[fol. 440] Q. No, I don't want that testimony.

A. You don't want to know that?

Q. No, I don't want that. Following the strike at the Pittsburgh Plant, do you recall the strike?

A. Yes.

Q. And you returned to work, did anything unusual happen with reference to the union at the plant with any boss or official, after you went back to work?

A. Well, I remember something that happened on July the 13th.

Q. Will you tell us what that was, please?

A. That was on a Tuesday and the time was between 4:25 and 4:30. My forelady approached me and she said, "Mr. Heinrich wanted to see you at the desk." So I walked over to the desk and Mr. Heinrich asked me to sit down, which I did, and he said to me, "Edith," he said, "you have turned in a complaint. Why didn't you come to your forelady or foreman with it?" And I said to him, "Well, the unions told us if we had any complaint to make we should come up to the office and file them and the Grievance Committee would take them up with the company."

Q. Took them to what office?

A. Office of the A. F. of L. and file the complaint at the office and the Grievance Committee would take the complaint up with the company.

Q. Had you filed a complaint with the union?

A. I had.

Q. And what did Mr. Heinrich say to you about the filing of the complaint?

A. He said I should have come to my forelady or foreman about it instead of going to the union.

Q. Continue and relate the conversation between you and Mr. Heinrich.

A. Should I tell what the complaint—

Q. Relate the conversation and what was said, whatever was said.

A. He said "Why did you join the A. F. of L.?"

And I said, "This is a free country and you can do as you please."

He said, "You were pretty proud to walk in that picket line, weren't you?"

I said, "If you are a Catholic, you don't try to hide it; if you belong to the Masons' lodge, the Knights of Columbus lodge, you don't try to hide it; and," I said, "I belong [fol. 441] to the union and why should I try to hide it?"

Q. And what did he say?

A. And he said, to me,——

Q. There is nothing to get excited about, and nervous. Take your time. All we want to know is what was said by you or by him.

A. He said to me that the Heinz Company had always given us a square deal, and I said to him, "Well,"—No, that isn't what I said.

Q. Were you on the picket line?

Mr. Reed: Let her say what she said.

Mr. Kleebe: What did she say?

Mr. Reed: She said that isn't what she said. I want to know what it is.

By Mr. Kleebe:

Q. Why did you shake your head?

A. Because I was going to say something that wasn't true.

Q. Why were you going to do that?

A. It just came out. That's why I corrected myself.

Q. But you haven't said anything that isn't true, have you?

A. No, I have not. I can swear to everything that I have said.

Q. Have you given one word of testimony up to this time——

Mr. Reed: Don't lead your witness. The remark stands for what it is.

By Mr. Kleebe:

Q. Have you given one word in this record that wasn't true?

Mr. Reed: It is objected to as cross examining his own witness.

A. I have not.

Trial Examiner Walsh: Objection sustained.

A. I have not.

Trail Examiner Walsh: You needn't answer that.

Mr. Kleeb: Cross examine.

Mr. Reed: No cross examination.

Trial Examiner Walsh: Excuse me, Miss Sherbon.

By Trial Examiner Walsh.

Q. I want to know when the conversation you were last talking about, the conversation with Mr. Heinrich, was held. Was this after the strike?

A. This was after the strike, yes, sir.

[fol. 442] Trial Examiner Walsh: All right. Thank you.

(Witness excused.)

Mr. Kleeb: If the Trial Examiner please, may I have a five-minute recess?

Trial Examiner Walsh: Yes; five-minute recess.

(Thereupon a short recess was had.)

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Trial Examiner Walsh: The hearings will please come to order.

Mr. Kleeb: Armeda Ferrari.

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ARMEDA FERRARI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination:

By Mr. Kleeb:

Q. You are Armeda Ferrari?

A. Yes, sir.

Q. Will you speak out loud so everybody may hear, please?

Trial Examiner Walsh: The name I did not get.

Mr. Kleeb: F-e-r-r-a-i, Armeda.

By Mr. Kleeb:

Q. You live at 1101 Jacksonia Street, North Side, Pittsburgh, Pennsylvania.

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes.

Q. How long have you been employed there?

A. It was four years on the 28 of July.

Q. Do you know Edith Sherbon, who has just testified?

A. Yes.

Q. Are you in her department?

A. Yes.

Q. Were you present in the courtroom when she testified about the meeting in the cut-wheat room in the early part of May of this year?

A. Yes, I was.

[fol. 443] Q. Were you present at that meeting?

A. Yes, I was.

Q. Is what Miss Sherbon stated took place at that meeting substantially true and correct as you recollect the meeting?

A. Yes, sir.

Q. Miss Sherbon testified that you, or that Armada Ferrari, was one of the eight girls who held back from signing the petition. Are you that Armada Ferrari?

A. Yes.

Q. Did you sign the petition?

A. Well, yes, we did sign it, about five minutes to five.

Q. And where were you when you signed it?

A. We were all working, and then, just about five minutes to five, we thought, "We will sign it", so we went over, one by one, and signed it.

Q. Who do you mean by "We went over, one by one"?

A. All of us girls, eight of us.

Q. Where was the petition when you signed it?

A. On the desk.

Q. Was anyone present when you signed it?

A. I don't remember. There was some of our girls.

Q. Why did you sign the petition?

A. —Well, I don't know. I thought—maybe I was afraid to lose my job, so I signed it.

Mr. Kleeb: Cross examine.



## Cross-examination.

By Mr. Reed:

Q. There were about 15 girls in this meeting that the forelady had, were there?

A. I don't understand.

Q. How many girls were there in this meeting that this forelady had?

A. About 15 of us.

Q. And what's her name? Gazzo?

A. Clara Gazzo. She works—

Q. She works under the foreman, does she?

A. Yes.

Q. And he has a great many more people under him than she has?

A. I suppose, I guess, yes.

Q. How long had this forelady been in that department?  
[fol. 444] A. I couldn't tell you.

Q. How long had you known her?

A. For four years.

Q. Since you have been there?

A. Yes.

Q. And you didn't want to sign this petition but you thought you had better, is that it?

A. Yes.

Q. When it came to the election you could vote as you pleased, couldn't you?

A. Yes.

Q. It didn't affect that at all?

A. No.

Mr. Reed: That's all.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: Antoinette Kopelic.

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ANTOINETTE KOPELIC, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

## Direct examination.

By Mr. Kleeb:

Q. Will you speak out loud, please?

A. I will.

Q. You are Antoinette Kopelic?

A. Yes.

Q. You live at 1115 Progress Street, North Side, Pittsburgh, Pennsylvania?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes.

Q. About how long have you been employed there?

A. About seven years.

Q. Do you know Edith Sherbon?

A. Yes, I do.

Q. The girl who testified here previously?

A. Yes.

Q. Are you in the same department of the cereal department that she is?

A. Yes, sir.

Q. Did you hear her testimony about the meeting of the girls in the cut-wheat room in the early part of May of this year?

[fol. 445] A. Yes, sir.

Q. Were you present at that meeting?

A. Yes, I was.

Q. Is the testimony that she gave about what took place at that meeting substantially true and correct, as you recollect it?

A. It was.

Q. Did you sign the petition for the Heinz Employees Association?

A. Yes, I did.

Q. This is Board's exhibit 7 (handing to witness). Will you look at it? Is that the kind of a petition that you signed?

A. Something like it?

Q. You read it?

A. I didn't; I just signed it.

Q. You didn't even read it?

A. I didn't even read it, no.

Q. Were you told what it was about?

A. No.

Q. When did you sign it?

A. I signed it the day she was coming around. It was like—after the strike.

Q. After the strike?

A. After the strike.

Q. You didn't sign it—this paper or any paper like this at all—before the strike?

A. No, I didn't.

Q. Who came around to get you to sign it?

A. The timekeeper.

Q. Who?

A. Josephine Malik.

Q. Was that after the election was held?

A. I suppose it was.

Q. Well, the election was held June of this year?

A. Was the strike in May?

Q. The strike was in May, May 24th.

A. Yes.

Q. Was it, then, before that or after that that you signed the petition?

A. It was after the strike.

Q. Where were you when you signed it?

A. At my work.

Q. And where, I mean, at your work?

A. No, that was at the desk when I signed the paper.

[fol. 446] Q. At the desk. Whose desk?

A. The timekeeper's desk.

Q. Was anybody around when you signed it?

A. No, just the timekeeper.

Q. Did she say anything?

A. Yes.

Q. Why did you sign the paper?

A. Well, I thought the other girls did and I did.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. You are mistaken about when you signed this, aren't you? You signed it when the other girls signed it, didn't you, before the election?

A. That's right. I don't remember exactly if it was before or after the strike.

Q. I don't want to confuse you at all, but you signed it when the rest of the girls did, didn't you?

A. Right after the rest of the girls came up.

Q. Was it the same day the other girls signed it?

A. The same day. They signed at the end of the day, when they were going home, but I signed in the morning.

Q. The same day?

A. Yes.

Q. So, if they are right in saying that was before the strike, that's when you signed it, too, isn't it?

A. Then I don't remember that.

Q. Were you at this meeting that this forelady had?

A. Yes, I was in it.

Q. And there were some girls there that were in favor of this association and some that were in favor of the union, weren't there?

A. Yes, they were all together.

Q. And she didn't tell them that they had to sign any paper or anything of that kind, did she?

A. She didn't have anything in her hand when we were at that meeting?

Q. And you just decided, afterwards, you had all better sign?

A. Yes.

[fol. 447] Q. She didn't tell you you were going to lose your job?

A. No, she didn't say anything like that.

Q. She was in the habit of getting the girls in and talking to them at various time, about different things?

A. Yes.

Q. Your work and everything else; that's the usual thing to do?

A. Yes.

Q. And when you had a chance to vote you could vote as you pleased; that didn't affect your vote?

A. No, she didn't say anything.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. Were you one of the eight girls that Edith Sherbon talked about?

A. Yes.



Q. That were the last to sign?

A. Yes, sir.

Mr. Kleeb: That's all.

(Witness excused.)

HELEN LIPP, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Helen Lipp?

A. Yes, sir.

Q. L-i-p-p?

A. Yes, sir.

Q. You live at 1241 High Street, North Side, Pittsburgh, Pennsylvania.

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. About how long have you been employed there?

A. Four years, July 28th.

Q. Do you know Edith Sherbon, who testified here?

A. Yes.

Q. Are you in her department?

[fol. 448] A. Yes, sir.

Q. Were you present when she testified?

A. Yes, sir.

Q. You heard her testimony?

A. Yes, sir.

Q. She testified about a meeting of the girls of your department in the cut-wheat room in the early part of May of this year. Were you present?

A. Yes, sir.

Q. Is what she testified as to the events at that meeting substantially true and correct? As you remember them?

A. Yes, sir.

Q. I show you Board's exhibit 7, which has been identified as a Heinz Employees Association petition which was

circulated throughout the factory in the various departments. Did you ever see a petition like that?

A. I just saw the sheet of paper, and it had something typewritten on it, but I didn't read it.

Q. Were you asked to sign such a paper, ever?

A. Yes.

Q. By whom?

A. Well, before we were called into this cut-wheat room.

Q. Yes.

A. It was that morning that Josephine Malik had taken my place. That's the timekeeper, Josephine Malik. She had taken my place, and she asked me to look at the paper, and I looked at it and just handed it back to her.

Q. Did you sign it then?

A. No, I didn't.

Q. You did say you attended that meeting. Did you ever sign that petition?

A. I signed it after that meeting. That was about five minutes before five, when we went home.

Q. And where were you when you signed it?

A. I was working upstairs, washing toasters. We usually wash toasters just before we go home, Fridays, and it was soon time to go home, and I saw the paper there, and decided to sign it.

Q. Why did you sign it?

A. I thought everybody else was going to sign it, and I seen everybody had signed it, and I thought I would sign it, too. I didn't want to be the only one out.

Q. Were you one of these eight girls that Edith Sherbon [fol. 449] spoke about as being the last to sign?

A. Yes.

Q. Did you ever sign a membership card in the association?

A. A yellow card, I signed.

Q. I show you Board's exhibit 8 (handing to witness). Is that the kind of a yellow card you signed?

A. Yes.

Q. Did you sign it before or after you signed the petition, like Board's exhibit 7?

A. I beg your pardon. I didn't sign that yellow card.

Q. Were you asked to sign it?

A. I was asked to sign it.

Q. Were you asked to sign it before or after you signed the petition.

A. After I signed the petition.

A. And who asked you to sign a yellow card like Board's exhibit 8?

A. One of the girls from the fifth floor had taken my place, and I went over the desk, and Josephine Malik laid the card in front of me, and I looked at it, and just walked away. I didn't say anything. I just went back and took my place again.

Q. You never did sign the yellow cards?

A. I never signed the yellow card.

Q. How did it occur that someone was taking your place? Were you absent for a while?

A. No. You see, our department runs from eight 'til five, and at noontime it runs, too. We never shut down unless it's necessary to shut down, and somebody always has to take your place, in order to keep the work going.

Q. And who assigns people to take people's places?

A. Well, I suppose that's Clara may have told Josephine to take my place.

Q. Clara who?

A. Clara Gazzo.

Q. The forelady?

A. Yes.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. It's quite the usual thing for the girl that is time-keeper to go around to relieve the girl at the machine?

[fol. 450] A. Yes.

Q. If they go to the toilet or anywhere, this girl takes their place?

A. Yes, sir.

Q. So it wasn't anything unusual about that, there wasn't anything unusual about that, was there?

A. No, sir.

Q. And this timekeeper girl is an hourly employee the same as the others?

A. Yes.

Q. And there wasn't anything unusual in having a meeting in the forelady's room, was there?

A. We had never had a meeting in that room before.

Q. But you would often have meetings with her; she called meetings frequently?

A. Maybe at the timekeeper's desk, but not in the room.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. Did you or did you not observe Josephine Malik approaching other girls prior to this cut-wheat room meeting, prior to the signing of this petition?

A. No, I did not.

Mr. Kleeb: That's all.

Recross-examination.

By Mr. Reed:

Q. You are a member of the union now?

A. Yes.

Q. And there hasn't been any trouble since the election?

A. No.

Mr. Reed: That's all.

(Witness excused.)

Mr. Kleeb: Mary Hrovat.

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MARY HROVAT, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Mary Hrovat?

[fol. 451] A. Yes.

Q. H-r-o-v-a-t?

A. Yes.

Q. You live at 415 Mt. Troy Road, North Side, Pittsburgh, Pennsylvania?

A. Yes, sir.



Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. Yes.

Q. Approximately how long have you been employed there?

A. It was four years on the 26th of July.

Q. Do you know Edith Sherbon who testified here?

A. I do.

Q. Who testified a little while previously?

A. I do.

Q. Do you work in her department?

A. I do.

Q. Were you present in the courtroom when she testified?

A. I was.

Q. She testified as to a meeting of your department in the cut-wheat room in the early part of May of this year. Did you hear that testimony?

A. I did.

Q. Were you present at that meeting?

A. I was.

Q. Are the facts of what took place at that meeting as related by Miss Sherbon substantially true and correct, as best you recollect?

A. It is.

Q. Prior to that meeting were you ever approached by anyone about joining the Heinz Employees Association?

A. I was, by the timekeeper, Josephine Malik.

Q. What did she say or what did she ask you to do, if anything?

A. She came to me with a white piece of paper, that white slip of paper.

Q. Referring to the white slip of paper I show you Board's Exhibit 7. Was it a paper like that?

A. Yes, it was something like this. I didn't read it all, though.

Q. Did you know it was about the Heinz Employees Association?

[fol. 452] A. Yes.

Q. How did you know that?

A. Well, I read about it and it has in there about the association.

Q. What did Josephine Malik want you to do?

A. She said, "Read this" and I just glanced at it and I gave it back to her.

Q. Did you sign it?

A. No.

Q. Were you asked to sign it?

A. No, she just handed it to me, that's all.

Q. Was there any signatures when you saw it?

A. I don't remember whether there was or not.

Q. Are you one of the girls that Miss Sherbon talked about that were the last to sign the paper?

A. What is it?

Q. Are you one of the eight girls that Miss Sherbon mentioned in her testimony as being the last girls to sign this petition?

A. Yes.

Q. When did you sign the petition, this paper?

A. This paper?

Q. Yes.

A. The same time as the other eight girls. We all signed at the same time.

Q. Where were you when you signed it?

A. I was just ready to go home, it was just about five minutes before quitting time.

Q. Where was the petition when you saw it?

A. It was on the desk.

Q. Whose desk?

A. The timekeeper's desk.

Q. Is that Josephine Malik's desk?

A. Yes.

Q. Why did you sign the paper?

A. I thought it was best to sign.

Q. Why?

A. I thought everybody else was signing it so I might as well sign it too.

Q. Did you ever sign a membership card for the association?

A. I did.

Q. I show you Board's Exhibit 8. (Handing witness.) And ask you if that's the kind of a membership card you signed?

A. Yes, this is the one.

[fol. 453] Q. It was a card like this one?

A. Same thing.

Q. Was it signed by you before or after you signed the petition?

A. It was after I signed the petition, the white paper, there.

Q. State what occurred? How did you happen to sign the card and for whom did you sign it?

A. Someone took our place, one of the girls, and she told me to go to Josephine Malik. I went over to her and she started telling me about that card, here. She said she thinks it will be best for me to sign it. She says the company was nice to me all these years and she thinks I should stick by it so I didn't sign it the same day she was talking to me, but the next day I signed it.

Q. Who had these yellow cards?

A. The timekeeper.

Q. Josephine Malik?

A. Yes.

Q. At the time that you were approached by Josephine Malik with this paper, the first time, did you observe her approaching any other girls with the paper?

A. I don't think I remember seeing her going to anyone else, but she came to another girl and I because we were working together.

Q. Who was that?

A. Sophie Bronowicz.

Mr. Kleeb: Cross examine.

#### Cross-examination.

By Mr. Reed:

Q. When this meeting occurred, there were about 15 girls there, were there?

A. Yes.

Q. And some of them were for the union and *and* some of them were for the association, weren't they?

A. That's right.

Q. And this forelady, didn't she—she didn't say you had to sign anything or that you had to join any union or you couldn't join any union or anything of that kind, did she?

A. She didn't say what we had to do, but she said she thinks it best to stick to the company because the outside union charges \$3 a month for dues and the company union 50 cents.

[fol. 454] Q. None of the girls thought she was trying to force them to do anything?

A. No, but the way she was talking, we thought it would be best to sign it.

Q. But you decided that among you girls yourselves?

A. We thought it was best at the way she was talking.

Q. None of the eight girls complained to the foreman about this meeting or what this forelady said, or anything of that kind?

A. No, we all kept quiet.

Q. None of you complained to the foreman about it?

A. No.

Q. So far as you know, there was no complaint of any kind. You just made up your mind it was best to sign and you all signed later, is that right?

A. Yes.

Mr. Reed: That's all.

(Witness excused.)

Mr. Kleeb: Martha Samuel.

MARTHA SAMUEL, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Martha Samuel?

A. I am.

Q. You live at 1135—

Trial Examiner Walsh: What's the name? I am sorry.

Mr. Kleeb: Samuel.

Q. You live at 1135 Getman Street, North Side, Pittsburgh, Pennsylvania?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. And about how long have you been employed there?

A. It was six years on August the 11th.

Q. Do you know Edith Sherbon who testified here some-  
[fol. 455] time previously today?

A. I do.



Q. You work in the same department that she works in?

A. I do.

Q. Were you present when she testified?

A. I was.

Q. She testified that in the early part of May of this year there was a meeting of the girls in your department in the cut-wheat room. Do you recall that testimony?

A. I do.

Q. Were you personally present at that meeting?

A. I was.

Q. Are the facts as told by Edith Sherbon as to what occurred at that meeting substantially true and correct as best you recollect what occurred?

A. They are.

Q. Prior to that meeting, Miss Samuel, were you ever requested by anyone to sign up for the Heinz Employees Association?

A. Well, I was asked by the timekeeper, Josephine Malik.

Q. State what occurred.

A. Well, she came to me with a slip of paper and she asked me to sign it, but I don't remember whether I signed it right then or if I signed it right after the meeting.

Q. Was it during working hours, when you were approached by Josephine Malik?

A. It was during working hours because I was working.

Q. Is this paper, Board's Exhibit 7, like the paper that Josephine Malik showed to you?

A. Yes, it is.

Q. Did you ever sign a membership card for the association?

A. I did.

Q. Was the card you signed like Board's Exhibit 8? (Indicating.)

A. Yes, that is the part I signed.

Q. And who requested that you sign such a card?

A. The timekeeper, Josephine Malik.

Q. Did that occur after you signed the petition for the association?

A. Yes, it was.

[fol. 456] Q. Where were you when you were asked to sign this membership card?

A. Well, once somebody took my place—I can't recall just who it was—and I came over to the desk, and she handed me the card, and she said, "Here, sign this."

Q. And did you sign it then?

A. And I signed it and walked away.

Q. Why did you sign the card?

A. Well, I figured that since we had signed the petition, that we had to sign this yellow card.

Q. Have you ever paid any dues in the association?

A. No.

Q. Have you ever been requested for any dues?

A. I was requested to pay dues.

Q. How many times?

A. Once. It was in the first week of July. I recall we were working night turn and it was just before I had started to work. I believe it was about a quarter to—no, about 1:30, because I think I started a quarter to 2:00 that day and I came up to the department, and I was over by the desk and the timekeeper, Josephine Malik, asked me to pay my dues for the Heinz Employees Association; and I said to her, "Josephine, I am not going to pay you any dues in that because I belong to the other—to the other union." And she says to me, "What do you want to work here for then?"

Mr. Kleebl: Cross examine.

Mr. Reed: No cross examination.

Mr. Kleebl: That is all.

(Witness excused.)

Mr. Kleebl: Aloise Lukitsch.

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ALOISE LUKITSCH, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleebl:

Q. You are Aloise Lukitsch?

A. Aloise Lukitsch, yes.

Q. You live at 1824 Brahm Street, North Side, Pittsburgh?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

[fol. 457] Q. About how long have you been employed in there?

A. 10 years last August.

Trial Examiner Walsh: What is the answer?

(The answer was read as above recorded.)

Q. What department?

A. Distillery department.

Q. Distillery department?

A. Distillery, yes.

Q. Who is the foreman?

A. Frank Krup.

Q. K-r-u-p?

A. Yes.

Q. Were you ever approached by anyone during working hours to sign up with the Heinz Employees Association?

A. Yes. First, fellow comes in in the afternoon, Kirschner was his name.

Q. Frank Kirschner.

A. Kirschner, yes. He come to me, says I should sign up for the inside at that time, inside union.

Q. When did this occur?

A. It was before the strike.

Q. Can you tell us approximately about how long before the strike?

A. No, I don't know exactly, two weeks or a week ago before the strike.

Q. Did Kirschner have anything for you to sign?

A. Yes, he had a paper, and he asked me—

Q. Go ahead, go ahead.

A. He asked me I should sign. I says, "I am not in favor of signing." I says, "I don't belong to the outside and I don't belong to the inside. I don't want either way of them." He says I have to sign one of them.

Q. Who said that?

A. Kirschner.

Q. Look at this paper, Board's Exhibit 7, and tell us if that is the kind of a paper that Kirschner had?

A. I didn't read it. I didn't look at it at all.

Q. You didn't read the paper?

A. No. So he said to me, "You won't sign the paper then?" I said, "No." And he went in there to Frank Krup.

Q. The foreman?

A. Yes, the foreman. And then I heard they sign up the other one works inside with him, and then Frank come out [fol. 458] here. He says, "Louis, you sign the inside, but the Heinz Company wants no outsiders. If you sign outside, you won't have no job."

Q. And Krup is your foreman?

A. Krup is my foreman, yes.

Q. And this was said the same day that Kirschner asked you to sign?

A. Kirschner, yes.

Q. Did you sign?

A. I didn't sign nothing.

Q. Have you ever signed with the association?

A. No.

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. This man Kirschner was a fellow employee, wasn't he, who just works there?

A. He works there, he is kind of a repair man.

Q. Now, Krup was your foreman?

A. He is my foreman.

Q. Just shortly before the strike your foreman recommended your discharge, didn't he?

A. Yes, he discharged me a couple of times. I took my lunch that time 11:00 to 12:00, well, 11 o'clock I went in for my time card and go out to lunch. He sent a man back to take place. When I come in up to his desk, he was sitting there. He said to me, "Louis, if you want to take your lunch, it is o. k., but you won't have no job this afternoon. You can't work for us no more." I says, "All right." I didn't pay no attention. I took my card and I went up for lunch, and after lunch, at 12 o'clock, I went back and start my job again.

Q. Well, now, your foreman complained twice about the way you were doing your work and wanted you discharged didn't he?

A. Complained about the union, but otherwise—

Q. Your foreman never complained about the union. Your foreman complained to Mr. Heinrich and wanted you



discharged twice because he claimed you weren't doing your work, didn't he?

A. No.

Q. Shortly before the strike, is that right?

A. No.

Q. Isn't it true that on the very day before the strike in the afternoon, you were in Mr. Heinrich's office because the [fol. 459] foreman had recommended your discharge, saying that you were not doing your work; isn't that true?

A. He didn't say discharge. He told me that when I went for lunch. I says, "When you want to fire me," I says, "then you bring me my money, and that settles it." That is what I told him.

Q. Mr. Heinrich said you had been there 10 years and he wouldn't let him fire you; isn't that right? Is that true?

A. What did Mr. Heinrich say?

Q. Mr. Heinrich said that afternoon that you had been there 10 years and he wouldn't let Krup discharge you?

A. Yes, we was up in the office. He said, Mr. Heinrich.

Q. So that you and Mr. Krup haven't got along very well; have you?

A. Well, Mr. Krup is a man, he can't get along with nobody.

Q. I know, but you and he couldn't get along anyway; could you?

A. Well, I can't do nothing to him. He is my foreman. I have to do whatever he tells me.

Q. So you have had trouble with him on more than one occasion, haven't you? You have had trouble with Mr. Krup on more than one occasion?

A. Well, the trouble—

Q. Let me ask it this way. More than once you have had trouble with Mr. Krup; haven't you?

A. Well, I don't call that trouble, because I know him. He is once with me—he is with me, the next time is with the other fellow. If you work along with him you get used to it, and you wouldn't even call that trouble. He is that way.

Q. Mr. Heinrich kept you on the job when Krup wanted to let you go, didn't he?

A. Well, I don't know nothing.

Mr. Reed: All right, that is all. That is all.

Trial Examiner Walsh: That is all.

(Witness excused.)

[fol. 460] ROBERT WEIKEL, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Robert Weikel?

A. That is correct.

Q. W-e-i-k-e-l?

A. Right.

Q. You live at 728 East Ohio Street, North Side, Pittsburgh?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been employed there?

A. Oh, I would say about four years.

Q. What department?

A. The auditorium and service building janitors.

Q. State whether or not you have ever attended any Heinz Employee Association meetings?

A. Yes, sir.

Q. When?

A. Well, I don't know, just I imagine it was about before the first part of May.

Q. Where was the meeting?

A. At the Carnegie Library on the north side, on the corner of East Ohio and Federal Streets.

Q. That is the first meeting of the association?

A. At the Carnegie Library Music Hall, if I am not mistaken, I think it was.

Q. The testimony has shown that it was about May 11th, 1937. Does that refresh your recollection?

A. Well, I can't state whether that was the right date or not.

Q. Who did you observe in charge of that meeting?

A. Well, Mr. Bennett and a Mr. McDonald.

Mr. Bennett introduced him and Mr. McDonald spoke, and I would say that Mr. Bennett was in charge of it.

Q. Mr. I. C. Bennett?

A. That is correct.

Q. Did you observe any other bosses there? Did you personally observe any bosses there?

A. Well, no, I didn't, but I noticed several, well, quite a few of the office employees there.

[fol. 461] Q. Prior to that meeting had you been approached by anyone at work to join the Heinz Employees Association?

A. Prior to that meeting I can't say. I can't say whether it was prior to it or not, but I was approached.

Q. Before the strike?

A. Yes.

Q. During working hours?

A. Yes.

Q. By whom?

A. I was approached by Phillip Richards. He was a watchman. He is a doorman on the service building.

Q. Will you state what he said? What occurred?

A. Well, he didn't state much at all. He said that—he just asked me if I would sign up for it, and so on, and so forth.

Q. Did he have any paper with him?

A. Why, yes, he did. He had a little square piece of paper, if I am not mistaken.

Q. Did he hand you one?

A. No, he didn't.

Q. Did he show it to you?

A. Yes, he showed it to me.

Q. I show you Board's Exhibit 9. Will you look at it, read it, please, and state if that is the kind of piece of paper that Mr. Richards showed you?

A. Yes, this is it.

Q. Did you sign?

A. Why, I think I signed about two days afterward.

Q. Where were you when you signed?

A. Well, he was the doorman there. That is right where I was, at the doors.

Q. That is where you signed it?

A. Uh-huh.

Q. Why did you sign it?

A. Well, I was under the impression that it would be the best thing to do to keep out of trouble.

Q. What do you mean by that?

A. Well, I was under the impression that if you didn't

sign it, that it was going to be just too bad for you and your job.

Q. Is that the reason you signed?

A. That is just about the only reason than I can think of. I would also like to add that Mr. James Russell was also [fol. 462] present there, who has charge of the gate men, when I signed that.

Q. Did he have anything to say?

A. No, he did not have anything to say.

(The document above referred to was thereupon marked as Board's Exhibit 10 for identification.)

By Mr. Kleeb:

Q. I show you Board's Exhibit 10, marked for identification, and ask you to look at it and state if you have ever seen a paper like that before, and if so, where and what was the occasion?

A. I think this here was passed out to the employees not so long ago at the H. J. Heinz Plant.

Q. Do you know whether it was passed out?

A. Well, I couldn't say definitely whether that was it or not, but it sounds something similar to that, "American principles" and so so on and so forth. That sounds similar.

Q. State whether or not you have observed any boss or foreman passing out any literature at the H. J. Heinz Company?

A. No, I can't say that I did.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. Are you an officer of the Union now?

A. Well, I wouldn't say I was an officer. I am a delegate to the Pittsburgh Central Labor Board, and I am a steward, and also advertising manager on the newspaper that the union issues.

Q. This watchman that spoke to you about joining is an hourly worker, isn't he?

A. I don't know whether he is or not. I couldn't state that definitely.



Q. Of course, you know that office workers are eligible for membership in this association, don't you?

A. No, I don't know that. I thought that they was excluded.

Mr. Reed: That is all.

Trial Examiner Walsh: Anything further, Mr. Kleeb?

Mr. Kleeb: Just a minute, please.

That is all.

[fol. 463] Trial Examiner Walsh: That is all.

(Witness excused.)

Mr. Kleeb: May the record show that Board's Exhibit 10 for identification has been withdrawn, so that that number will be open for a future time?

If the Trial Examiner please, since the record will show that Board's Exhibit 10 was marked for identification, perhaps we had just better let it stand.

Trial Examiner Walsh: It hasn't been received yet.

Mr. Kleeb: Yes. I am sorry to have caused that confusion.

Trial Examiner Walsh: It is not an exhibit yet because it has not been identified yet.

Mr. Kleeb: That is right.

Frank Koontz.

FRANK KOONTZ, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Frank Koontz?

A. I am.

Q. You live at 816 Vista Street?

A. Yes, sir.

Q. North Side, Pittsburgh, Pennsylvania?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. About how long have you been employed there?

A. Five years next June.

Q. In what department did you work?

A. Branch house stock department.

Q. What is the branch house stock department?

A. You want me to give an interview of what goes on in there?

Q. Well, what do you do in it?

A. Well, I have two jobs there, two jobs there in branch house stock until I got hurt on a conveyor, a bottling conveyor, and I was given another job over in the cereal building until I was well.

[fol. 464] Q. Well, what was your general work, however, before you were hurt in the branch house stock department?

A. Running a bottling conveyor.

Q. Who is in charge of that department?

A. Charles Braun, Jr.

Q. Did you ever attend any meetings of the Heinz Employees Association?

A. No, sir.

Q. During working hours, state whether or not you have ever been approached by any boss regarding the Heinz Employees Association?

A. Yes; I was approached by assistant foreman, Greenier.

Q. Is that G-r-e-e-n-i-e-r?

A. G-r-e-e-n-i-e-r.

Q. Assistant foreman of what?

A. Of the branch house stock department.

Q. And when did this occur?

A. This either was the latter part of April or the first part of May, first week of May.

Q. State what occurred, please. What happened?

A. Joseph Greenier approached me, I think it was in the afternoon around 2:30 to 3:00 o'clock. He come up and asked me, he says, "Frank," he says, "will you sign this petition?" And I read the paper, and it had something on there sort of purplish ink on the top "We hereby under-signed"—to sign, I am not sure, but the Heinz Employees Association was on there. And I says, "Well, how does this thing go, Joe?" He said, "Well, you sign on the one side will be for outside union." He turned the sheet over and he said, "If you sign on this side it will be for the inside union." I took the pencil, and I says, "All right, I will sign

on the outside for the outside union." And he went on down after he got my signature. He went on repeating to the rest of the fellows and they did the same thing, until another fellow, he told me, he says, "It doesn't make any difference which side you sign, it is all for the company union." And I tried to locate this fellow, and I found him downstairs.

Q. Who is that?

A. Joseph Greenier. He was downstairs where he didn't belong, unless he had to see the foreman, Charles Braun, Jr., if he had to be down there for a certain thing or not, that is, to pick any items up or to find out if they want to pose [fol. 465] for placements of cases or any important matter of signing slips, but this here was not his job, to get down into the second floor to get these other fellows to sign their names on this petition.

And after this one fellow told me that slip is for nothing but the company union, well, then, I caught him down there and I said, "Joe, give me that slip back." And he says, "What do you want it for?" And I told him I want to erase my name off. He said, "What for?" I says, "You told me it was for the outside union on the one side and on the opposite side was for the inside." So he gave it to me without any argument, and I rubbed my name off. And after my name was erased, my brother, my youngest brother, he followed suit.

Q. What is his name?

A. William Koontz.

Q. Let me show you Board's Exhibit 7. Would you take a look at that, Mr. Koontz, and state if that is like the paper that you signed? Is that the kind of a paper that Greenier had?

A. This wasn't the kind.

Q. Wasn't there any typewriting or writing on the paper that Greenier gave you to sign?

A. There was typewritten words on it.

Q. What?

A. There were typewritten words, or it could have been a stamp, too.

Q. But it was not like that paper?

A. No, sir.

Q. Referring to Board's Exhibit 7.

A. It was a small plain sheet.

Q. Smaller than that (referring to Board's Exhibit 7.)

A. Just a little smaller.

Q. Did Greenier say anything to you after you erased your name?

A. Yes. He says to me, "Well, Frank," he says, "Well, you are liable to lose your job."

Q. Did you say anything in answer to that?

A. I said that will be my chance I take.

Q. Following my incident, did any other boss ever talk to you about the Heinz Employees Association?

A. Yes, sir. There was a boss named C. A. Braun, Jr. He told me, he says, "Frank," he says, "what has this company ever done to you?" I says, "Surely," I says, [fol. 466] "they did enough to me." I says, "For one part you tried to help me out on one case, but that is forgotten," I said, "This is a different thing altogether." I said, "This is not against you; this is against the company." Charlie Braun says, "Well you leave me out."

Q. He said what?

A. He said, "Well, you leave me out," on this other case that I thought he was helping me out on, one time I was laid off. And he says, "Well, what has the company done to you that you don't like about it?" "Well," I says, "you know as well as I do, Charlie." He says, "That is the only reason?" I said, "If you were in my place, I think you would say the same thing."

And he says, "Well, Frank," he says, "you and I got along pretty good together and you did fairly good with your work." And he said, "Well, if that is the way you feel," he says, "I can't help you." He said, "We are giving you so much there now that you never got before." He said—

Q. Speak out, please.

A. He says to me, "The union ain't going to give you no wages." He said, "We helped you out through the good times—through the depression." And I says, "Charlie," I says, "I don't know what is going on here in the company union, and I will have my say-so about it."

Q. Did Mr. Heinrich, the plant superintendent, ever talk with you about unions?

A. Yes, he did.

Q. Was it before or after this conversation with Greenier?

A. This was about around the same time.



Q. But before the strike?

A. Yes, sir.

Q. Now, what did Heinrich have to say and where did he talk to you?

A. He was talking to me up—talking to me up in the men's dining room. I happened to be going up there for my dinner. I believe it was my dinner, that was somewhere around the noontime, and after the flood, and he approached me, called me to the side as I was going up to get my meal.

He says, "Frank." I says, "Yes." He said, "Come here." And I walks over to him. He says, "Frank," he says, "I am surprised at you." And I said, "What for?" He said, "About you going to the outside." And I said, [fol. 467] "Well, what is that?" He said, Well, didn't we help you along through the depression?" And I said, "Yes. I seem to hear that every place I go."

And Mr. Heinrich said to me, he says, "Your union should give you the wages, the way you speak." And I says, "Well, I am sorry, Mr. Heinrich." (Pause) I had it on the tip of my tongue.

Mr. Reed: I would like the Stenographer to note the pause there.

A. (Continuing:) Mr. Heinrich says to me, "Frank" he says, "the bosses treated you pretty well, didn't they?" I says, "There was only one that treated me right." And he said, "Who was that?" And I said, "Charlie Braun." And he said, "What have you got against the company that you don't like about it?" And I said, "Well, about that one month's vacation that you gave me." It wasn't one month altogether. It was two weeks one time and then two weeks another time, because he took somebody—he asked me why. And I told him, I says, "You always take the foreman's word, but when it comes up to somebody like a poor working fellow, why, you won't take their word. You always seem to go up and talk to the foreman or the forelady without giving the working man a chance to explain his side of view when the two of them are together." He never puts the two of them together. He always keeps the one on the one side and then he goes and talks to the other one, and they will get your side of the story, and then he will go over and talk to the other one. Whether your side

of the story was right or not, he will take the other side's first. Why? Because it is for the company.

Q. How long did this conversation last?

A. Oh, I would say about an hour or an hour and a half.

Q. You weren't doing any work at the time when you were talking to him, were you?

A. No.

Q. Do you know Oscar Hayes?

A. Yes, I do.

Q. What position does he hold, so far as you know?

A. He is—when Mr. Heinrich is not in the building—I believe Mr. Heinrich asked him to take his position.

Q. Did Mr. Hayes ever discuss unions with you?

A. He come around one morning before the strike and he says to me, "Don't be like that dumb brother of yours. [fol. 468] If anybody asks you to join the outside union, tell them to go to hell."

Q. Did you know to which brother he referred?

A. He meant my brother John Koontz.

Q. Was he an employe at the factory at the time?

A. Yes, sir.

Q. Have you attended any Heinz Employee Association meetings since the strike?

A. One. That was down in the Carnegie Music Hall.

Q. Since the strike? Since the strike was over?

A. Since the strike was over.

Q. Since the election have you been there?

A. No.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. This Oscar Hayes wasn't your foreman at all; was he?

A. No.

Q. And this first man that you spoke of, that you called assistant foreman, what was his name?

A. Joseph Greenier.

Q. He's just an hourly employee, isn't he?

A. Yes, he is.

Q. Why do you call him a foreman?

A. Because he tells me what to do, and I have to listen to him, because if when I don't do what he tells me to do,

then he turns down to the boss, and the boss comes up to me and asks me why didn't I do it. So what would you call him?

Q. Do you regard everybody as a foreman who passes on any orders to you?

A. Yes. If they wear a pair of white pants and a white cap and a grey jacket.

Q. That makes him a foreman?

A. Mostly all of them.

Q. Now, what you went to Mr. Heinrich about is because your father had been pensioned; wasn't it?

A. I didn't go to him. He called me.

Q. You and your brother complained that your father had been pensioned; didn't you?

A. Not that I know of.

Q. Well, wasn't that what you were talking to him about?

A. He mentioned that to me, which I didn't mention in that conversation because I was ashamed of that.

[fol. 469] Q. You were ashamed of that?

A. To mention about my father's pension.

Q. Well, isn't that the reason you went to Mr. Heinrich?

A. I didn't go to him.

Q. Well, when did you go to him? Did you not go to him on any occasion about your father's being pensioned?

A. I talked to him about that, yes, but I didn't go to him. He called me.

Q. He called you about it?

A. He called me.

Q. You had been talking about it, had you?

A. I had been.

Q. And he called you and asked you what your complaint was?

A. Yes.

Q. Is that right?

You had been discharged before at the Heinz plant; had you not?

A. That is right.

Q. And then Mr. Heinrich took you back after a while?

A. I begged him.

Q. To take you back?

A. That is right.

Q. And then when your father was pensioned, he sent for you to talk about that?

A. Who sent?

Q. Heinrich sent for you, and didn't he talk to you in the dining room about your father being pensioned?

A. He talked to me about the pension, yes, but I don't recall about him sending for me.

Q. All right. Now, when he was asking you what was wrong and what you were complaining about, he was talking about your complaints about being discharged, and about your father, and so on; wasn't he?

A. Yes, he did.

Q. And he wasn't talking to you about unions. He wanted to know why you were dissatisfied, didn't he?

A. He talked about both.

Q. You are the man that was arrested at the meeting at Carnegie Hall and taken out?

A. Yes, sir, I am.

Mr. Reed: That is all.

[fol. 470] Mr. Kleebl: Just a minute.

Redirect examination.

By Mr. Kleebl:

Q. You stated a little while ago in answer to a question on cross-examination about your father's pension, that you were ashamed. What were you ashamed about?

A. Because of the pension that they was giving down there for a man of his age and for the ability or for the time that he put in down there and for the good work he put in down there.

Q. How much time did he put it?

A. He put in 42 to 44 years.

Q. What is his pension?

Mr. Reed: This is objected to.

Mr. Kleebl: Counsel for the Respondent raised the question of pension. I think we are entitled to know.

Trial Examiner Walsh: Objection overruled. He may answer.

A. It was \$40 a month.

Mr. Kleebl: That is all.

Recross-examination.

By Mr. Reed:

Q. And his position had been laborer all the time, hadn't it, all this time that he had been working there?



A. Would you call a watchman a laborer?

Q. Well, he was a watchman; is that it?

A. At the time he was laid off or pensioned.

Q. And you objected to his receiving only \$40 a month?

A. Well, that is what I was talking with Mr. Heinrich about.

Q. Yes. But, of course, the pension was an entirely voluntary thing by the company? The employees didn't contribute to it at all; did they?

A. Well, we asked—rather, I asked Mr. Heinrich that that wasn't suitable for him.

Q. Wasn't what?

A. It wasn't satisfaction, in other words.

Q. Your father thought it was all right?

A. No, he did not.

Q. You know that the employees contributed nothing to that, and that the company gave the pension voluntarily; [fol. 471] don't you?

A. I don't know nothing about that pension business.

Mr. Reed: Well, then, I guess that is right and neither do the rest of us.

That is all.

Trial Examiner Walsh: You are through, too, are you, Mr. Kleeb?

Mr. Kleeb: I am sorry. Yes, I have finished.

By Trial Examiner Walsh:

Q. Were you here this morning, Mr. Koontz?

A. No, sir.

Q. We have had some difficulty understanding just what a boss is. How do you know yourself when a man is a boss, one that you consider a boss?

A. One that can order them around and make them do as they show them to, that is why I call them a boss.

Q. Now, this man Greenier—is that his name?

A. That is right.

Q. Do you consider him a boss?

A. Yes, sir.

Q. He orders you around, does he?

A. Yes, sir.

Q. Tells you what work to do?

A. Yes, sir.

Q. Suppose you didn't do it?

A. He would go down and report me.

Q. To whom?

A. To C. A. Braun, Jr., my foreman.

Q. He is your foreman?

A. Yes, sir.

Q. Did Greenier dismiss you? Did he fire you, Greenier?

A. No. He has the say-so. He could put in more words and make it — make the foreman believe him more than the foreman would believe me.

Q. He would report directly to Mr. Braun?

A. Yes.

Q. Does the uniform of a man have anything to do, in your opinion with whether he is a foreman or not?

A. Well, in my way, he was just because he was the last one to get one of them suits.

Q. Well, does the uniform make him a boss?

A. Well, to show he is a little higher up that he was. Everybody cannot get them.

Q. Well, is there anybody in the factory, so far as you know, outside of the people that you call bosses, who wear [fol. 472] these special uniforms?

A. Well, there is like quality control, and test soups, and them sort of things too, but I would say they are all in the line of that duty. If they see anybody loafing, they always report it to—in other words, they call them stool pigeons.

Q. Now, the conversation you have just been testifying about with Mr. Heinrich, you wish to be understood that you were called in by Mr. Heinrich?

A. That is right.

Q. You did not go to him?

A. In the dining room?

Q. Yes.

A. That is right.

Q. He asked you to come and see him, is that right?

A. Yes, I was going for my meal when he called me.

Trial Examiner Walsh: That is all.

(Witness excused.)

Mr. Kleeb: John Koontz.

JOHN KOONTZ, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are John Koontz?

A. Yes, sir.

Q. You live at 2224 Ridgewood Avenue, Pittsburgh, Pennsylvania?

A. I just moved recently, Mr. Kleeb. It is 357 Reets Avenue, in Etna, Pennsylvania.

Q. That is your present address?

A. That is the present address.

Q. Are you the brother of Frank Koontz who just testified?

A. Yes, sir.

Q. Are you now working at the Pittsburgh Plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been employed there?

A. Well, I have been working off and on. The last time it was four years in August.

Q. What department?

A. Receiving department.

Q. Who is in charge of that department?

A. John Servations.

[fol. 473] Q. Do you know how to spell his name?

A. S-c-r-v-a-t-i-o-n-s.

Q. Do you know Oscar Hayes?

A. I do.

Q. What job does he hold, in your opinion?

A. He is assistant superintendent.

Q. Assistant to whom?

A. Mr. Heinrich.

Q. Mr. Koontz, do you recall anything unusual occurring at work the latter part of April, on or about April 23rd of this year?

A. Yes. Mr. Heinrich had left word in the receiving department that he wanted to see me at the factory office, and I was busy at the time with a load receiving. I told the boss would it be alright if I saw him a little later until I re-

ceived the one load and then I would go up to see him. And that was in the afternoon when I went up there and Mr. Heinrich wanted to talk to me. He first started the conversation by this pension that was so mentioned by my brother before. And he says, "John," he says, "I have tried and I will try to get your Dad a little more pension money per month." And then he says, "Now, John," he says, "the reason I like to talk to you," he says, "is because you seem to be about the best of the three boys." He says, "You seem to understand better." He says, "Your brother Frank and Bill," he says, "They don't understand as well as you do."

"Well," I says, "as far as Frank and Bill go, Mr. Heinrich," I says, "they are on their own." I says, "Frank is married, and he has his own to take care of, and I have my own." I says, "Whatever you have to tell me about them," I says, "I have nothing to do with it. They are their own bosses, as far as that goes." He says, "Not meaning it that way," he says, "but," he says, "you know that the company has made a place for your brother Bill since your Dad has been pensioned." I says, "Yes, sir, we appreciate that, as far as that goes." And he says, "Now," he says, "we feel he is not doing the right thing by us." He says, "He really ought to side in with the company, the one that is doing him a lot of good." And I said, "Meaning what, Mr. Heinrich?"

He says, "Well," he says, "you have attended a meeting a little bit ago there." He meant the outside union meeting that I attended at that part of the time he mentioned, [fol. 474] the latter part of April, at the hall on Voscamp Street, which was the second meeting the A. F. of L. had.

Q. Was it prior to this conversation?

A. Well, it was before that, yes.

Q. That you attended the meeting?

A. Yes, and that is what he called me in there for, but he just worked around that point. He didn't want to point directly to the fact that he called me up there for the union.

Q. Go ahead.

A. And he told me then, and he says, "John," he says, "we class you to be as good as your Dad." He says, "I don't know why you should do this to the company."

I says, "Mr. Heinrich," I says, "you can't accuse anyone because he just goes ahead and attends a meeting. After



all, you can go to an association meeting, an inside union meeting." I says, "There is nothing wrong with that." He says, "Well, John," he says, "you know that we have promised you the bosses' job in the machining department, and there isn't anything more than I can do for you," he said, "at the present time." He said, "So you can't get it."

And I told him, "Well," I says, "as far as that goes, Mr. Heinrich, that don't say that I had signed one way or the other." He really was directing me that I should stick to the company's side.

Q. About how long did this conversation with Mr. Heinrich take place?

A. Oh, it last for about 20 minutes, and Miss Weisman was there also. He asked Miss Weisman, he said, "Didn't I mention to you about Koontz?" He says, "Ask her if you want to verify the fact if I did not promise you a boss' job."

Q. Who is Miss Weisman?

A. Miss Weisman, she is the superintendent over the girls.

Q. Is that Lillian Weisman?

A. Lillian Weisman.

Q. And what did she say?

A. She says, "Yes, John, that is true. Mr. Heinrich and I, we have been talking about it." She says, "He sort of mentioned it to me."

Q. Mr. Koontz, had you up to that time been active in your outside A. F. of L. union?

A. Well, I attended that one meeting, and some of the [fol. 475] fellows that had been there, naturally, they turned it into Mr. Heinrich, or how he got it, or some way or another that I was there, and he wanted to call and find out. That is the reason he got me up in the office.

Q. Did anything unusual occur the next day after this conversation?

A. Yes.

Q. State what happened?

A. Mr. Hayes, the assistant superintendent, he was sort of trying to get around me. He saw me more than once. I knowed there was something there that he was driving at. I had an idea. And he approached me on the first floor of the spaghetti building, and there happened to be some fellows around there. We stood right there by the trucks and sort of leaned on them.

He says, to me, "John," he says, he says, "What do you think of unions?" I says, "Well, Mr. Hayes," I says, "I think they are all right."

He says, "What makes you think they are all right?" He said, "Do you know," he said, "that Frank Novak," he says, "that he is getting \$5 a head for every A. F. of L. member he signs up?"

I says, "Mr. Hayes," I says, "that is not true." I says, "Where did you ever hear that at?" I says, "Frank Novak would never do no such a thing." I says, "I will ask him, and you may have to prove it, as far as that goes."

And then he kept on talking around, and he said that, "Why, do you want to pay in those big fees, your initiation fees and your dues?" He said, "You are just feeding up these big men. They have got a big hall in town, and everything." He says, "You don't have to have that stuff." He says, "All you are doing is feeding them." And he sort of got a little peeved about it.

I says, "Mr. Hayes, there is no use getting peeved about the thing." I says, "We are just talking it over. I see the opposite, I see the outside, but I can't see the inside."

A. And he told me I better get onto his side of the fence.

Q. Were you ever approached by anyone at the plant before the strike to join the Heinz Employees Association?

A. No, I haven't been bothered by anyone, Mr. Kleeb.

[fol. 476] Q. Since the strike, state whether or not any boss has said anything to you or to anyone in your presence about the association or about outside unions?

A. Well, it was after the election of Lutz & Schramm. That was Mr. Hargraves. He come in early. He was bubbling over that morning. He was so thrilled and happy that the association won up there, from the conversation and what I have heard.

Q. What do you mean "Lutz & Schramm?"

A. Lutz & Schramm had an election with the A. F. of L. and the association won.

Q. What is Lutz & Schramm?

A. Lutz & Schramm, that is the food-products plant. It is on the order of Heinz, pickle, preserves, and so on, they put up that stuff.

Q. Go on. Did you hear Mr. Hargraves?

A. I couldn't overhear. He was right at the steps where Mr. Hargraves stopped to talk with this one girl, and he sort of mentioned it.

He said, he says, "Well, what do you think of that?" He says, "It is pretty good." He says, "The association won out." And he said, "I don't see why the Heinz Company could not do it. It is a much better place to work than Lutz & Schramm. They treat them better than Lutz & Schramm does."

Q. Who is Mr. Hargraves?

A. Mr. Hargraves, he was the personnel man there at the time.

Q. Do you know whether he is now?

A. I don't know. He made a protest to Heinrich that people don't like him as they used to; and he wanted a job lower down, or a boss' job.

Q. Do you recall the Labor Board election among the Heinz employees June 8th of this year? Do you recall that election being held?

A. I do.

Q. Were you working at the Pittsburgh plant of the company on June 14th of this year?

A. Yes, sir.

(Thereupon a document was marked as Board's Exhibit No. 11 for identification.)

(Thereupon a document was marked as Boards Exhibit No. 12 for identification.)

[fol. 477] (Thereupon a document was marked as Board's Exhibit No. 13 for identification.)

By Mr. Kleeb:

Q. I hand you Board's exhibit 11 for identification. Will you look at it and read it and say if you have ever seen anything like that before?

A. Yes.

Q. You have?

A. Yes.

Q. Where have you seen it?

A. It was posted on the time clock, something similar to this. They had a notice up there.

Q. The time clock of the company?

A. The time clock where you punch your time in.

Q. It was a bulletin?

A. It was sort of a bulletin. That was stuck on the glass in front of the time clock where you couldn't help seeing it.

Mr. Kleeb: I offer it in evidence.

Mr. Reed: No objection.

By Mr. Kleeb:

Q. Were you working on October—Strike that.  
Were you work- on July 2nd of this year?

A. Yes, sir.

Q. I hand you Board's exhibit 12 for identification. Look at it and read it and state if you have ever seen that before.

A. I didn't see this, but I was told about this being given to each foreman to read to the people, about the union activities during working hours.

Q. Was it ever read to you?

A. It wasn't read to me, no, sir, but Mr. Riley did tell us that in the negotiation, that is, we was up there a couple of times, that our men was being scolded and laid off on account of that purpose, and he said that he issued that to the foremen, that nobody was supposed to do any of that work on company time.

Q. Mr. Riley is a director of the company?

A. Yes, sir.

Mr. Kleeb: I offer it in evidence.

Mr. Reed: No objection.

Mr. Kleeb: If the Trial Examiner please, I don't know if the record shows that you admitted Board's exhibit No. 11, and now 12. May the record show that, please?

Trial Examiner Walsh: It may yes, I would like to see [fol. 478] Board's exhibit 12. This hasn't been identified?

Mr. Kleeb: Oh, yes. It has been identified. There has been no objection.

Trial Examiner Walsh: The witness could not—

Mr. Reed: I didn't say there was no objection to it being offered in evidence. You asked him, didn't you,—

He said that he heard of somebody seeing that?

Trial Examiner Walsh: That can't be conclusive as identification, the testimony of the witness thus far.

Mr. Kleeb: Well, the testimony of the witness was, I admit, not identifying the document. However, he referred to a conversation with Mr. H. N. Riley, who stated that that had been issued, as a statement of policy, had been issued to the foremen to read to the employees; and I thought that the company would readily admit they issued it.



I offered it and thought Mr. Reed did not object. However, if he did not, I am sorry.

Mr. Reed: I don't object to it in its proper location. It was put out but not read to the men. It was put on the bulletin board.

Mr. Kleeb: With that qualification, sir, I would like to offer it.

Mr. Reed: Yes. All right.

Mr. Kleeb: Fine.

Trial Examiner Walsh: This has all gone in the record, Mr. Reporter?

The Reporter: Yes.

Mr. Kleeb: With that qualification, I renew my offer.

Trial Examiner Walsh: Yes. Perfectly all right.

(Thereupon the document heretofore marked as "Board's Exhibit No. 11" for identification was received in evidence.)

(Thereupon the document heretofore marked as "Board's Exhibit No. 12" for identification was received in evidence.)

By Mr. Kleeb:

Q. Were you employed October 18th of this year?

A. Yes, sir.

[fel. 479] Q. I show you Board's exhibit 13 for identification and ask you to read it and state if you have ever seen a document like that before.

A. This was a notice posted on the time clock; one of the notices.

Mr. Kleeb: I offer it in evidence.

Mr. Reed: That's right. No objection. Same one, isn't it?

Mr. Kleeb: The exhibit is the same as 11 except a different date. Apparently the same bulletin posted two different times.

Trial Examiner Walsh: What is the date on that?

Mr. Kleeb: October 18, 1937.

Mr. Bostwick: Mr. Examiner, it is the same notice but the dates are different.

Trial Examiner Walsh: It may be received.

(Thereupon the document above referred to was marked as Board's Exhibit No. 13 and received in evidence.)

By Mr. Kleeb:

Q. I show you Board's exhibit 10 for identification and ask you to read it and state if you can identify it (handing to witness).

A. This was started from the time office by the association.

Q. By the Heinz Employees Association?

A. Yes.

Q. Where is the time office?

A. The time office is at the entrance to the factory. That is, on the factory side.

Q. Was it passed out on company property or outside of company property?

A. It was up on the step of the time office. That step is what's company property, and it was up on the step.

Q. Who was passing out these papers?

A. Stanley, I don't recall his last name; that's the one I received mine off of. He works right now in the tank shop, on the car repairing.

Q. Is that where you received your copy?

A. I received mine as I was coming out of the plant.

A. And where was the person standing that handed it to you?

A. On the step of the time office.

[fol. 480] Mr. Kleeb: I offer it in evidence.

Mr. Reed: This paper, exhibit 10 for identification, was passed out right out front of the office where your union and other organizations frequently pass out bills and cards, was it not?

The Witness: I often pass out leaflets, but we never end up on the step of the time office to hand them out.

Mr. Reed: How high is the step?

The Witness: I couldn't guess what the inches were, or anything, but the first step of the time office.

Mr. Reed: Are you distinguishing between this as having been passed out by having his foot on the step and the others who had their foot off the step?

The Witness: As Mr. Kleeb asked me, if that's what you call company property, the time office, that's where it was handed out.

Mr. Reed: It's handed to the men as they leave work and as they are on their way to go out the gate, just as you handed out literature?

The Witness: As it was handed to me, it was as I was coming out of the plant.

Mr. Reed: But as you were on—But as they were on their way home?

The Witness: I couldn't say that, only when I got my copy.

Mr. Reed: That's where the passing-out was taking place when you got it?

The Witness: When I received it, yes.

Mr. Reed: And all you saw of the distribution was to the men on their way home?

The Witness: I didn't watch it being distributed to the other men. All I know is when they handed me that on my way home.

Mr. Reed: This is objected to. It doesn't connect the company in any way. It's a circular of the association, apparently, put out, and any organization can pass out literature to the employees on their way home. There is nothing affects or binds the company. It's a public street.

Mr. Kleebe: This may be a rather ridiculous distinction between passing it out on the first step and the street. The only basis I can state for admitting this as an exhibit is the testimony to date to show the preference of the company to the association and its antagonism toward the A. F. of [fol. 481] L. organization.

Mr. Reed: That certainly doesn't prove it.

Trial Examiner Walsh: Do you undertake, Mr. Kleebe, to connect this man intimately with the company as you go along?

Mr. Kleebe: No, sir, not at this time, I can't say I can connect it any more than it has been connected by this testimony.

Trial Examiner Walsh: I will reserve decision on this until I can read it a little more carefully.

Mr. Kleebe: Cross examine.

#### Cross-examination.

By Mr. Reed:

Q. That step is the step where the newsboy leaves his papers as the men leave, isn't it?

A. The newsboy leaves his papers on another step. This is a step at the main entrance. There is three entrances to the time office.

Q. This man, Servations, or whatever his name was, was just the head man of the receiving staff, wasn't he? He only has three men working for him, doesn't he?

A. Yes, sir.

Q. He isn't a foreman or superintendent or anybody in that capacity?

A. When they are on a monthly payroll they are classed as foremen.

Q. That is, you class them as foremen when they are on the monthly payroll?

A. He issues orders to me, and there is no outsider can come to me and say, "John, you don't do this job, you go ahead and do another job." I don't pay no attention to them. As the discussion was before, about foremen's uniforms, and I know if I work in the receiving and I am to be classed as Servations why don't I have one of them uniforms?

Q. There is nothing to stop you.

A. Oh, yes, they don't fool me none in the stockroom, if I wanted to buy it.

Q. Didn't you buy a cap there the other day?

A. No, I didn't buy any cap.

Q. You had a foreman's cap, didn't you?

A. It is one that the foreman threw it away, that I wear around.

Q. You wear that around, don't you?

A. That's outside the plant.

Q. There isn't anything to prevent you from buying a [fol. 482] foreman's uniform, is there?

A. I don't know whether they made a change since I have been testifying, but before I couldn't.

Q. Did you ever try?

A. Yes.

Q. When?

A. A good while ago?

Q. From whom?

A. From Mr. Maynard, at the time?

Q. And did he refuse to sell you one?

A. He said, "John, we only sell that stuff to the foremen." He said, "You would have to get an O. K. from Heinrich for that."

Q. When was that?

A. That has been long ago.



Q. How long ago?

A. That has been a couple of years back.

Q. You know lots of men wear foremen's uniforms that are not foremen at all?

A. As my brother stated, there is quality control, but it's a different section of the building.

Q. Messengers wear them, don't they?

A. Some of those are on monthly payroll, too.

Q. Some of those are on monthly payroll?

A. Not in the same garb. They have the tan coats that the foremen used to wear.

Q. They wear white, don't they?

A. White pants.

Q. And white coats?

A. White shirt.

Q. Do the messenger boys wear white coats or don't they?

A. That's in the factory office. I guess Heinrich gave them the O. K. where I couldn't get that stuff?

Q. You never asked Heinrich?

A. It wasn't possible to ask Heinrich. It would be impossible to ask Mr. Heinrich, because he told me I was no foreman yet.

Q. He did tell you that?

A. If I could take a boss' job in the receiving department, as he had promised.

Q. You are talking about what Heinrich would have said to you if you had asked him for a uniform; is that right?

A. He would have gave it to me before if I had been [fol. 483] allowed to wear them.

Q. When your father was pensioned, how old was he?

A. 72.

Q. And you did a good deal of talking and your brother did a good deal of talking he shouldn't have been pensioned?

A. I could have corrected my brother's statement. Mr. Heinrich had us confused about that pensioning. I believe he talked to me more about it, because I better understand that than Frank or Bill did. It so happened one day, being you mention it, you mentioned the pension, he called me up in the office. I didn't know what he called me up there for. It was Mr. Hargraves told me Mr. Heinrich wanted to see me in the office.

I went to the office and there was Mr. Hayes, Hargraves, and Heinrich in the office and he said, "John, your Dad

don't seem to like the idea of how much we are giving him for pension, and we don't like to have it spread around." And he said, "If you would only talk to your Dad about what we are giving him for pension."

I thought I would be called up because my Dad told me about Mr. Hargraves, and he said,—

Mr. Reed: I object to this. That's conversation between the man's father and Hargraves he is repeating.

Mr. Kleeb: You are questioning him.

Mr. Reed: I didn't ask him this question. The question I asked him is that. If you can stop him I wish you would do it; I can't.

By Mr. Reed:

Q. Will you answer this question Yes or No? Is it a fact that you complained to a number of people that your father's pension was not adequate? Is that a fact or isn't it?

A. No, sir.

Q. You said nothing to any other employees about it?

A. No.

Q. And you were not sent for by Mr. Heinrich to discuss your father's pension?

A. Yes.

Q. What caused him to send for you?

A. Like I have been telling you, but you stopped me from the story, so I guess I can't tell it.

Q. You say you had not complained to any employees or made any remarks about the company having given an [fol. 484] an inadequate pension to your father?

A. No, because I know how the company fellows felt as to what he should be getting a month as to pension.

Q. How would Mr. Heinrich know there had been complaints, to send for you?

A. You cut me off when I was coming to that point.

Q. When he sent for you on this occasion the thing he talked about first and most of the time was your father's pension, wasn't it?

A. It's all about the pension, yes, certainly.

Q. You say you know he sent for you, really, to talk to you about the union?

A. That was at the time after that; it was twice.

Q. The time you talked about first, when you first gave your testimony, the only incident you talked about in your direct examination; you said that you knew Mr. Heinrich wanted to talk to you about the union, or something like that.

A. After my Dad told me to talk to Hargraves. I said, "You shouldn't have told Mr. Hargraves about wanting more money." I said, "I am going to be called down to Mr. Heinrich's office," which I was, a day later.

Q. You knew you were going to be called about the pension?

A. Yes.

Q. Then why do you say you knew you were being called about the union?

A. I said there was another time after that when Heinrich used the same gag of the pension. He said, "I am going to talk to the directors to try to get your Dad a little bit more per month."

Q. Why do you say that was a gag, sending for you?

A. He would sort of try to get me up there to ease it off as if he wasn't hitting directly at the union.

Q. Then he came around to the union?

A. Yes.

Q. If he wanted to talk to you about the union, he needn't have had any other excuse?

A. That's the way he opened the conversation.

Q. Were you expecting he would talk to you about the union?

A. Yes, sir.

Q. Just the same as you think Mr. Hayes' remarks to [fol. 485] you were—Strike that out.

Just the same as you say Mr. Hayes was trying to get around you to talk about the union?

A. Yes, sir.

Q. You are an officer of the union?

A. Yes, sir.

Q. And you were going around with a chip on your shoulder in those days?

A. Oh, no.

Q. Just looking for somebody to say "union" to you, weren't you?

A. No, nothing exactly.

Q. Almost, weren't you?

A. No, not almost, either.

Q. So when any foreman or official got near you you thought he wanted to talk union?

A. It seemed Hayes never did go around me like that before and it seemed he wanted to have something to say to me, and all of a sudden he got strength enough, or whatever you want to call it, to come up and talk to me about it.

Q. You say that Hargraves was delighted when the association won the Lutz & Schramm election?

A. No, they claim it's the same company, Wilson & Schramm. I happened to see Mr. Hargraves that morning, as I have stated, about the association, but the reason I know of it is that passing leaflets out at Wilson and Schramm the people would often tell me that, "You are out; you don't have a chance at Wilson and Schramm." He said, "We are backed by the association that's at the Heinz Company. They are uniting, and Mr. I. C. Bennett has made different speeches at their meetings."

Q. You are swearing under oath that the Heinz Employees Association is the same association that won the election at Lutz & Schramm Company; somebody told you that one of them was backing the other; is that right?

Mr Kleeb: I object to that. He didn't swear that. He said he heard it was the same.

By Mr. Reed:

Q. Do you say that the association which won the election at Lutz & Schramm is the same association that was running against you at the Heinz Company?

A. No, I don't say it is, but it is being operated by McDonald that started the association at the Heinz Company and it started up there at Wilson and Schramm, [fol. 486] and I. C. Bennett was up there as a speaker.

Q. Do you know of any union men that go around and speak at other plants and elections?

A. At union meetings, yes, sir.

Q. And you know that two unions could hire McDonald as their attorney if they wanted to. That doesn't prove they are the same association, does it?

A. Certainly it does.

Q. It proves it, does it?

A. It don't exactly prove it, but it shows it is the same association.



Mr. Reed: Some of my clients wouldn't want to be responsible for the others.

That's all.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: Chester Gutowski.

CHESTER GUTOWSKI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Chester Gutowski?

A. I am.

Q. Speak out loud enough so every one can hear, will you please?

Q. You live at Fritz Street, South Side, Pittsburgh?

A. That is right.

Q. You are now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. I am.

Q. Approximately how long have you been employed there?

A. Over four years.

Q. In what department?

A. Branch-house stock.

Q. What was the nature of your work?

A. I operate an electric tractor.

Trial Examiner Walsh: An electric what?

The Witness: Tractor, indoor tractor.

By Mr. Kleeb:

Q. And operating that comprises what kind of work? What do you do?

A. I haul soup, sterilizing-department soup from the sterilizing department into the labeling department. There it is labeled.

[fol. 487] Q. It's all on the same floor?

A. Same floor.

Q. Who is in charge of that department?

A. Charles A. Braun, Jr.

Q. About how many employees are in this department, approximately?

A. Now there are, approximately, 30.

Q. Do you know who was Mr. Braun's immediate superior?

A. I would say Mr. Heinrich.

Q. Were you ever approached by anyone during working hours regarding the Heinz Employees Association?

A. I was.

Q. When?

A. At least the first part of May or latter part of April. I can't fix it specifically.

Q. Of this year?

A. This year.

Q. By whom were you approached?

A. Joseph Greenier.

Q. Who is Joseph Greenier?

A. A straw boss.

Q. What does he do, so far as you know?

A. In my department, that is, the branch-house-stock department, he has charge of the third floor where goods are stacked.

Q. Does he stack himself? Does he do stacking?

A. Occasionally he does.

Q. As a general rule does he?

A. I would say 50-50.

Q. Did Greenier approach you during working hours?

A. He did.

Q. Could you tell us what he said and what you said, on this occasion?

A. I was on my machine at the time he stopped me and asked me whether I wanted to join the Heinz Employees Association. He said it was an association, a union formed by a group of men, a group of employees. I told him I didn't want to join. Whereas he asked my name.

Q. Sir?

A. Regardless of that, he wanted me to spell my name, [fol. 488] and he put it down on a white piece of paper.

Q. Did you sign anything.

A. No.

Q. Did he show you any paper?

A. He did not; a blank piece of paper and he put it down himself.

Q. Did anything else occur following that with reference to the Heinz Employees Association while you were at work?

A. Yes. About a day or two later I. C. Bennett was on the fourth floor where I work, with a sheaf of papers in his hands, talking to Mike Sabota.

Q. Who is he?

A. He has charge of shakers and stacking in the department.

Q. What was unusual about that?

A. I. C. Bennett has never been on the floor before during working hours. I have never seen him. His job is upstairs on the sixth floor and he has nothing to do with the fourth floor.

Q. Did you observe, what he did?

A. He did nothing, that is, except talk to Sabota, and as I passed him I looked over his shoulder and I recognized the sheets as the sheets that were being signed through the plant.

Q. Were the sheets that Bennett had like Board's exhibit 7, if you remember (handing Board's exhibit 7 to the witness)?

A. I didn't read it, and I couldn't read it, but it was just exactly the same—had the same amount of printing at the top.

Q. Did you observe whether Bennett had more than one sheet?

A. He had a sheaf of them, and I noticed that on the top.

Q. During your work did you observe any other employee going among fellow employees with any papers about the association?

A. I did.

Q. Who?

A. Hilda Smith.

Q. Who is she, or who was she; at that time?

A. She worked in the bottling department. I didn't know her job.

Q. What did you observe that she did?

A. I first noticed—When I first noticed her that day, this [fol. 489] about a week or two, about a week after our first meeting that the A. F. of L. held in the James Street hall, I observed her talking to Rose, I don't know her last name,

on the second floor, and also Mike Sabota. I didn't overhear the conversation, because it just passed back and forth.

On my next trip back, that was two or three minutes later, I observed her taking a girl from the shaker to the next aisle and talking to her. I called another fellow's attention to it, and he went over and talked to them.

Then, on my return trip back, I went over myself, that is, in the course of my work, and I asked the girl that Hilda had with her at the time, "Is she trying to sign you up with the company union?"

This girl said, "Yes."

I said, "She can't do that; you can sign, or not. It's up to you." And Hilda Smith said the same thing, "Well, it's up to you. If she wants to, she can do it."

Q. Did this occur after your conversation with Greenier?

A. That was after.

Q. About how long?

A. I would say a week.

Q. Following that occasion, Hilda Smith—Following this Hilda Smith incident, did you attend any meetings of the association?

A. I attended their first meeting they held at Carnegie Hall.

Q. Have you attended any meetings besides that?

A. None.

Q. Who did you observe in charge of the meeting at Carnegie Hall?

A. I. C. Bennett opened the meeting and turned it over to Mr. McDonald, and, also, in the audience, Mr. Greenier and Mr. Capan, who are straw bosses in the branch-house department.

Q. You were out in strike, were you not?

A. I was.

Q. The strike I think the testimony shows, occurred May 24th of this year.

A. That's right.

Mr. Kleeb: If the Trial Examiner please, I would like at this time to offer a full-page advertisement of the H. J. Heinz Company which appeared in the Pittsburgh Post-Gazette, a daily morning newspaper of the city of Pittsburgh, and vicinity, the issue of Saturday, May 29, 1937. It's an ad addressed to the employees of the H. J. Heinz [fol. 490] Company, and it pertains to the strike and the



employer-employee relationship at the company, and Mr. Reed has intimated no objection to the offer.

Trial Examiner Walsh: It may be received.

(Thereupon the document above referred to was marked as Board's Exhibit No. 14 and received in evidence.)

(Thereupon a document was marked as Exhibit No. 15 for identification.)

Mr. Kleeb: If the Trial Examiner please, I would like at this time to offer in evidence as Board's exhibit 15 three mimeographed sheets, which consist of a statement to employees by the H. J. Heinz Company, dated June 1, 1937, and it was sent by the company during the strike by mail to all the employees of the company, which I think Mr. Reed will agree.

Mr. Reed: That's right.

Mr. Kleeb: And there is no objection, sir?

Mr. Reed: No.

Trial Examiner Walsh: It may be admitted.

(Thereupon the document heretofore marked as "Board's Exhibit No. 15" for identification was received in evidence.)

Mr. Kleeb: Cross examine.

#### Cross-examination.

By Mr. Reed:

Q. When you refer to a straw boss you mean a man who is paid on an hourly basis, but some of his duties are supervisory; is that it?

A. Almost.

Q. He doesn't discharge anybody, but he can complain about them to the foreman; is that right?

A. Some can and some can't.

Q. You mean some cannot discharge or some cannot complain.

A. Some can't.

Q. Can discharge, of the straw bosses?

A. Mr. Capan is classed as a straw boss, but, nevertheless, he has the power to discharge.

Q. Do you know of any discharges he has made?

A. No. But Mr. Braun, foreman, made the remark, "If [fol. 491] Capan sees fit to fire anybody, it is all right with me."

Q. When did he say that?

A. About two years ago.

Q. Two years ago?

A. Exactly.

Q. Do you know Mr. C. O. Harris, in the can-making department?

A. No, I don't.

Q. These men that you mentioned, Mr. Greenier, for example, as the same type, he is the same type of employee as you refer to as being a straw boss?

A. That's right.

Q. That is, part of the time he is working and part of the time he is supervising?

A. That's right.

Q. He is on an hourly basis?

A. That's right.

Q. Those men are eligible to belong to your union, aren't they?

A. I don't know, exactly. If they are bosses, they aren't eligible.

Q. But you don't regard a straw boss as ineligible for your union? You know that, don't you?

A. Depends on just what kind of a straw boss.

Q. Who determines that?

A. I imagine the executive board.

Q. The executive board of the union?

A. That's right.

Q. The men you refer to as straw bosses were all permitted to vote in the election, Greenier and Bennett and Capan?

A. Capan was not permitted.

Q. Capan was not permitted?

A. He was not.

Q. Who forbid him?

A. He told me that himself, but I don't know who forbid him.

Q. Was Gerhard—Do you know Fred Gerhard?

A. No.

Q. After all, whether or not these were bosses depends on somebody's decision as to whether or not they are executives or whether they are workers?

A. That's right.

Q. And you are just giving your opinion that these were bosses that were interfering with the election?

[fol. 492] A. It is not my opinion. If they are given power to direct our duties from the time we punch in to the time we punch out they are bosses regardless whether they work themselves.

Q. Then you say they are not eligible for membership in a labor organization?

A. I say they are.

Q. They are?

A. Everybody is eligible.

Q. Then there is no impropriety in their trying to get members for their own organization, is there?

A. It depends on the type of organization.

Q. You know pretty well what was going on in the union at that time; you were active, weren't you?

A. To a certain extent.

Q. And you know that the Union officials went to Mr. Riley and complained that some of these straw bosses and some of these foremen were helping the association, don't you?

A. Yes.

Q. And Mr. Riley called a meeting of all the foremen, and cautioned them against that, didn't he?

A. That's right.

Q. And your union expressed itself as entirely satisfied with what he had done, didn't they?

A. Exactly.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. When did that occur?

A. Before the strike.

Q. When?

A. I couldn't place the date.

Q. Was it—Can you fix it as to week or month, or two days or three days?

A. I would say approximately three days before the strike, or a week.

Q. That this incident of Mr. Riley occurred?

A. Mr. Heinrich told us that Mr. Riley told him to do that.

Q. You were told it was done?

A. We were told.

Q. Did you hear the foremen being told?

A. I did not.

Q. And whether or not they were told depends on whether [fol. 493] or not Mr. Riley did as he said he did?

A. Yes.

Q. And you heard they were so told?

A. Yes.

Mr. Kleeb: That's all.

Recross examination.

By Mr. Reed:

Q. Didn't make any complaint after that, did you?

A. No, but the thing still carried on as it was, that's all.

Mr. Reed: That's all.

Mr. Kleeb: That's all.

The Witness: May I have a little additional testimony?

Mr. Kleeb: If you have other facts to say, why, go ahead and tell us.

The Witness: It's a fact. There is something on that 12 exhibit John Koontz had. There is a little controversy about being passed to employees coming out of the plant. I don't know, it may be the same one or it may not be.

Redirect examination.

By Mr. Kleeb:

Q. I will hand you Board's exhibit 12. Is that the one you are thinking about and talking about?

A. It is not. This one referred to the association. This was passed out by the association.

Trial Examiner Walsh: What was it?

Mr. Kleeb: The witness refers to the one on which you reserved ruling.

By Mr. Kleeb:

Q. I show you Board's exhibit 10 for identification. Is that the paper to which you are referring?

A. That is it. This was passed to me while I was going into the plant, and the man was standing on the step; not on the first but on the second, in fact; right next to the door, and I took a sheet and went into the plant.



Mr. Kleeb: Of course, with that additional statement the offer is renewed subject to the reservation of the Trial Examiner.

Are you through, Mr. Reed?

Mr. Reed: Yes.

[fol. 494] Mr. Kleeb: That's all.

Trial Examiner Walsh: We stand adjourned until 10 o'clock tomorrow morning.

(Witness excused.)

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(Thereupon, at 4:30 o'clock p. m., Tuesday, November 16, 1937, the hearing was adjourned to tomorrow, Wednesday, November 17, 1937, at 10 o'clock a. m.).

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The hearing in the above-entitled matter was resumed, pursuant to adjournment on yesterday, at 10 o'clock a. m.

Before J. Raymond Walsh, Trial Examiner.

Appearances:

Robert H. Kleeb on behalf of the National Labor Relations Board.

Earl F. Reed, Esq., Donald W. Ebbert, Esq., and R. G. Bostwick, Esq., of the firm of Throp, Bostwick, Reed, and Armstrong, 2812 Grant Building, Pittsburgh, Pennsylvania, on behalf of the respondent.

#### Proceedings

Trial Examiner Walsh: Gentlemen, the hearings will come to order.

Mr. Kleeb: Frank Markus.

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FRANK MARKUS, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Frank Markus?

A. Yes, sir.

Q. You live at 1148 Voskamp Street, Pittsburgh, Pennsylvania?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. Speak out loud so everybody can hear you.

A. Yes, sir.

Q. About how long have you been employed there, Mr. [fol. 495] Markus?

A. About four years?

Q. What department?

A. Paint department.

Q. Who is your foreman?

A. Alex Schultz.

Q. Were you ever questioned by Mr. Schultz regarding your joining the Heinz Employees Association?

A. Yes, sir.

Q. Will you state what he said and when he said it?

A. Well, it was in March, but I couldn't remember the date.

Q. What month?

A. March.

Q. What year?

A. 1937.

Q. Go ahead.

A. And he come up to me, he said, "Certain person been around with a paper," and then he wanted to know why I didn't sign it.

I said, "I couldn't sign in two places. I did sign on the outside."

Q. What did he say?

A. He said, "Probably, some of these days you might lose your job on account of that."

Q. Did he ask you to sign?

A. He didn't—he just said a certain person went around with a paper. He didn't told me to sign. He said, "Certain person went around with a paper, and why didn't you sign that paper?"

Q. Had anybody been to see you about signing the paper?

A. Cooney Moore.

Q. K-o-o-n-e-y Moore, is that?

A. I think it's C.

Q. Did you see the paper Mr. Moore had?

A. Yes.

Q. I hand you a paper which is Board's exhibit 7. Will you look at it, please, and see if that's the kind of paper Mr. Moore showed you?

A. Not this kind of paper. He had just a plain paper with the names on it.

Q. No typewriting on it?

A. No typewriting on it.

[fol. 496] Q. Was it during working hours when he asked you to sign?

A. Yes, sir.

Q. Did you observe him asking other men to sign the paper?

A. I didn't see him.

Q. Did you sign it?

A. No, I did not sign it. I said, "I couldn't sign in two places, Cooney."

Q. Did Cooney Moore give you any—Did he tell you what the paper was for?

A. Yes.

Q. What did he tell you the paper was for?

A. He said it was for the inside union.

Q. Was it after this occurred Mr. Schultz talked to you about signing?

A. No, it was a couple days later.

Q. It was after that?

A. After that, yes.

Q. Can you place when this occurred, that is, with reference to the strike; how soon before the strike? I mean, how long before the strike occurred were you approached?

A. I don't remember. All I know, that was in March when Mr. Schultz come up to me one morning and he said, "Certain person come around with the paper."

And I said, "The heck with it, I am not going to sign it." And the way I said before, I said, "Well, I couldn't sign in two places."

Q. Is that all Mr. Schultz said?

A. Yes, sir. He said, "On account of that you might lose your job some of these days."

Q. Did anybody approach you after that about the association?

A. No, sir.

Mr. Kleeb: Cross-examine.

## Cross-examination.

By Mr. Reed:

Q. You are quite certain that that's in March, are you?

A. It was in March, yes.

[fol. 497] Q. You have got a notebook there.

A. This ain't the book. I just got Cooney Moore's name in here, that's all.

Q. Just the name?

A. Just the name, that's all.

Q. You don't have the date in that book?

A. No date.

Q. Did you know this Cooney Moore?

A. Yes, sir, I do.

Q. What did you have to write his name down for?

A. Because I got initials here; C. E. Moore, or C. K. Moore, something like that.

Q. When did you write his name down in that book?

A. Just the other day.

Q. That was before this trial?

A. Just the other day.

Q. Just a few days ago?

A. Yes.

Q. And who told you his name, then?

A. I found it in the paint shop, in the list.

Q. In a list of employees?

A. Yes.

Q. And you copied down his name in that book?

A. Just his initials, yes.

Q. You knew Moore all the time, didn't you?

A. Sure, I always know him, Cooney Moore, but his initials in between that.

Q. You are sure this was in March?

A. In March.

Q. And there wasn't anything on this paper, just a plain sheet of paper?

A. Just a plain sheet, names on it.

Q. You know there was no list being circulated for the association at all, don't you?

A. That is the month this happened.

Q. You had a good deal of trouble with Schultz, haven't you? He complained about you a number of times?

A. No, sir.



Q. He complained about you for your chewing tobacco a number of times while you were working?

A. He did, yes.

Q. That is forbidden in the Heinz plant, isn't it?

A. Yes.

Q. You had a number of controversies with Schultz, didn't [fol. 498] you, over the period of time you worked there?

A. Yes, we did.

Q. And when Schultz told you you might be without a job, he wasn't talking about union at all, he was talking about your chewing tobacco, wasn't he?

A. No, he was talking about this paper.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. Mr. Markus, you recall the strike in May of this year, the 24th of May?

A. Yes.

Q. The month of March would be about two months before the strike.

A. Yes.

Q. Was it two months before the strike Schultz came to you with this paper?

A. Something like that.

Mr. Reed: You are cross-examining your witness. He has positively stated several times it was March.

Trial Examiner Walsh: Objection sustained.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: Harry Bodnar.

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HARRY BODNAR, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Harry Bodnar?

A. Yes, sir.

Q. You live at 1413 Stadman Street?

A. Yes.

Q. That's North Side, Pittsburgh?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. Speak out loud.

A. All right.

Q. About how long have you been employed there?

A. About eighteen years, or I think it's about nineteen years, now.

[fol. 499] Q. About nineteen years. What work do you do?

A. Oh, I work outside. About seven or eight years I work outside on the trailer, labor.

Q. A laborer?

A. Yes.

Q. Do you recall the strike in May of this year at the plant? Do you remember the strike?

A. Yes.

Q. What work were you doing at that time? What department were you in?

A. Storage department.

Q. Storage department?

A. Storage department, yes.

Q. Were you ever asked by any official or boss to join the Heinz Employees Association?

A. Mr. Hayes, he followed me about three days straight, one week before the strike.

Q. Mr. Hayes did what?

A. About three days he followed me. Monday morning he said—stopped me on the front, on the front time office—he said, "You join the union?"

I said, "I join for no place, yet."

And he said, "What's the matter you no join it?"

I said, "I have got lots of time yet."

He said, "You have to."

I said, "I have got lots of time yet."

He said, "No, you have to. There is a new rule now."

Q. H- said there was a new rule?

A. He said, "There is a new rule."

Q. What union—

A. He said, "You work pret-y long over here for the company. Company treat you right. You have to sign for the inside."

I said, "I don't know what I sign. I don't know myself. Maybe I sign outside and maybe inside, maybe I lose my job."

He said, "No, if you sign inside you no lose your job. If you sign outside you are going to be thrown off:"

Q. Was that Oscar Hayes?

A. That is Hayes. Mr. Hayes told me that time, and next day same thing started to me. He said, "You forget yesterday I told you." I say, "I no forget it." He said, "Well, you no have to wait. You have to sign now." I say, "No, I going to wait some more."

Even third day he jumped to me twice in the morning and afternoon. I no what he mean. He is afternoon jump to [fol. 500] me, you know, said, "Who is your friend?" I say—I don't know what going to say to him, you know. He jumped to me too mad. I don't know he is want to fight with me. I don't know myself. I say, "Well, is my friend, my friend if I work is my friend: if I no work nobody my friend. For that time he say, "That is all right, you have to change your mind." I say, "Well, my mind all the time like that same thing."

Q. Did Hayes have a paper for you to sign?

A. No, he no have no paper.

Q. Did anybody come to you at that time or before that time and ask you to sign a paper, show you a paper?

A. Nobody showed to me paper, just he said I have to sign this. He told me like that, you know. He no show to me paper, just to say I have to sign. I say, "No, but I have to me. I got lots of time yet."

Mr. Kleeb: Cross examine.

Cross-examination.

By Mr. Reed:

Q. You didn't work for Hayes, did you?

A. I work for the company, and Hayes three days pretty near follow for me three days. He is follow me Monday, Tuesday, Wednesday.

Q. Did he follow you around for three days?

A. For three days.

Q. You were driving this trailer?

A. Yes, sir.

Q. Did anybody ever talk to you about not bothering the men as you went about your work and not talking to the men?

A. No, working time nobody say nothing, just I come to work. You know, he is tell to me on the front time office.

Q. Well, you worked for Weinman when you worked in the storage, didn't you?

A. Yes, ma'am.

Q. And didn't Mr. Weinman talk to you several times about annoying the men as you went about your work?

A. No, my boss no say nothing to me.

Q. Didn't say anything to you about it?

A. No.

Q. Now, Hayes never presented you with a paper, but he said you had to sign something?

A. He have no paper, just he say to me, "You have [fol. 501] to sign." I say, "No, I no have to sign if I no want it." He say, "You have to." It is new rule like that now."

Q. He said what?

A. He said, "New rule."

Q. New rule, you having to sign?

A. He say, "You have to sign now." I say, "No, I going to wait for a while." He says, "Oh, you want to wait?" I say, "Sure, I going to wait."

Q. You don't understand English very well, do you?

A. I no understand pretty good.

Q. You were born in Russia?

A. Yes, sir.

Q. Are you a citizen?

A. Not now.

Mr. Kleeb: I object, it is immaterial.

Trial Examiner Walsh: Overruled. I beg your pardon. Sustained.

By Mr. Reed:

Q. You might have misunderstood Mr. Hayes, don't you think?

A. I don't catch that?

Q. He never offered you any paper to sign of any kind?

A. No, I no sign.



Q. He didn't tell you any place to go to sign the paper?

A. He no say nothing where I have to go sign a paper. He just say, "You have to sign." I say, "I no want. I no sign it yet. I going to wait for after on the last."

Q. And nobody had ever asked you to sign a paper for the association before that, had they?

A. No.

Q. And nobody asked you afterwards, did they?

A. Nobody say nothing to me. Mr. Hayes told me that last before strike, that is all I have.

Q. None of these men who belonged to the associations asked you to sign, did they?

A. No, nobody tell me. Everybody know that what I no going to sign it.

Q. But there was nobody aside from Mr. Hayes ever asked you to sign anything?

A. No.

Mr. Reed: That is all.

[fol. 502] Redirect examination.

By Mr. Kleeb:

Q. Did you at that time, when Mr. Hayes talked with you, know anything about a paper being signed in the department or about the factory?

A. No.

Q. Had you heard of any paper going around?

A. I hear before a couple of weeks already is paper all around in the factory.

Q. When Mr. Hayes—

A. Nobody say nothing to me.

Q. When Mr. Hayes talked to you, you knew there was a paper going around the plant, did you?

A. No.

Q. Did you know of any paper?

A. Mr. Hayes no say nothing for paper, you know, is around in factory. Just I see lots of fellows, you know that paper to me, you know.

Q. You don't understand me.

Did you know—I mean, had you heard that there was a paper going around the plant?

A. Yes, sir.

Mr. Kleeb: That is all.

Trial Examiner Walsh: That is all.

(Witness excused.)

Mr. Kleeb: Walter Alinsky.

WALTER ALINSKY, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Walter Alinsky?

A. Yes, sir.

Q. You live at 1204 Voscamp Street, Pittsburgh, Pennsylvania?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been employed there, approximately?

A. About eight years and five months.

Q. In what department do you work?

A. B. G. Sterilizer.

Q. What is the nature of your work?

[fol. 503] A. Well, we sterilize all the finished products and canned goods.

Q. Is that near the can making department?

A. I would say that is about—well, the can making is in the next building on the sixth floor.

Q. The next building?

A. In the next building on the sixth floor.

Q. Were you working at the plant about the third week in April of this year?

A. Yes, sir.

D. Do you recall anything unusual occurring at that time during your working hours?

A. Well, I was approached once by some Bennett come down and was asking for me, but I was for my lunch. That is I. C. Bennett. I was for my lunch, so the fellows told

me he wanted to see me. I went up the same day, and he told me he wanted to talk to me. I told him I didn't have much time.

Q. Where were you when he talked to you?

A. Well, I was back from my lunch.

Q. At work?

A. At work.

Q. Were you approached by Mr. Bennett at work?

A. Yes, sir.

Q. And tell us what he said to you at that time?

A. He just told me he wanted to talk to me. I told him, "I don't have much time now." So he told me if I could see him, so I told him I could see him next morning.

Q. Did you fix the time?

A. I fixed the time. It was 7:30 in the morning I came up to see him.

Q. Was that before working hours?

A. That was before working hours.

Q. About how long before working hours?

A. I would say about a half an hour.

Q. Where did you see Mr. Bennett?

A. I seen him in the can room?

Q. Now, tell us what took place?

A. Well, Bennett was telling me about all the loyal employees that are forming an association, a union of some kind, and he told me, he showed me his union card that he belonged to the union, and he told me, "The other unions won't do you any good."

Q. What kind of a union card did he show you?

[fol. 504] A. He showed me a boiler maker's union card, a withdrawal card from the boiler maker's union.

Trial Examiner Walsh: What kind of a union was that?

Mr. Kleebe: Boiler maker's.

By Mr. Kleebe:

Q. Do you know whether that was an A. F. of L. Union?

A. It was an A. F. of L. Union.

Q. What did he say about that card?

A. Well, he told me—

Q. If anything?

A. He told me he was the president of that union once, because his name was signed on the union card.

Q. Did he say anything about that union?

A. Well, he didn't say much about the union but he told me, "You know how the unions are." See? "They won't do you much good unless it is a union that will be right with the employees, for the employees, for the benefit of the employees."

Q. What else did he say at that time?

A. I asked him who is at the head of the union. So he named me the fellows.

Q. Heads of what union?

A. Head of the Heinz Employees Association.

Q. And did he tell you?

A. He told me the names of the fellows.

Q. Can you state the names that he told you who were at the head of the association?

A. He told me this John Ubrey.

Q. John Ubrey?

A. Yes, and Buck Ubrey. I don't know Buck's first name, and he told me that Eddie from the glass room.

Q. Who?

A. Eddie from the glass room; I don't know his name, the last name, but I know the fellow. And he told me Frank Kirschner. I know Frank Kirschner.

Q. And did Bennett say anything about what he had to do with the association? Was he one of them?

A. Bennett told me that he is in it, too. He is one of them that started it, see? They hadn't had their regular officers then.

Q. Were they all the people he named?

A. That is all the people he named.

Q. About how old a man is Frank Kirschner? Do you know? Is he a young fellow?

A. Frank Kirschner, I would say he is about from [fol. 505] 55, about 55, 56 years old; close to it, anyhow.

Q. Do you know what department he is in?

A. Right now he is a mechanic for all the glass machines, and labeling machines.

Q. Do you know the two Ubreys?

A. Yes, sir.

Q. About how old is Buck Ubrey?

A. Buck Ubrey is about 50, close to 50.

Q. And John Ubrey, what would you estimate his age to be?

A. 52, 53.

Q. Do you know whether Buck and John are related?



A. I don't know that.

Q. This Eddie that you referred to, do you know what job he had at that time?

A. He was over in the glass-testing department. I think he fixed scales, and he used to come around and get glass once in a while, take these bottles down in the testing department.

Q. Do you know whether or not Eddie's work, the work he was doing at that time, would take him over the factory, or would he work in one spot; do you know that?

A. It would take him over the factory, on account of some of the scales he would work on.

Q. And Bennett, did you know at that time who Bennett was?

A. I knowed Bennett.

Q. What did he do?

A. Bennett was up in the shearing department, up there.

Q. What business, if any, do you know that Bennett had in your department, the first time he came to you? What would he have to do with you?

A. He didn't have no business there, except he might have walked through it going to the locker room, or something; that is about all.

Mr. Kleeb: Cross examine.

Cross-examination:

By Mr. Reed:

Q. What kind of work did Bennett do?

A. Bennett? Well, as far as I know, Bennett, the only thing Bennett did up there was what I heard from other [fol. 506] people who worked up in that department.

Q. I see. You don't know?

A. I don't know. I haven't worked up there.

Mr. Reed: That is all.

Mr. Kleeb: That is all.

Mr. Reed: Wait.

By Mr. Reed:

Q. You are treasurer of the union, are you?

A. Yes, sir.

(Witness excused.)

Mr. Kleeb: Andrew Babi.

ANDREW BABI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Andrew Babi?

A. Yes, sir.

Q. You live at 1517 Eckert Street?

A. Yes, sir.

Q. That is the North Side, Pittsburgh?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been employed there?

A. I would say about 13 or 14 months.

Q. In what department do you work?

A. Local shipping.

Q. Is that a division of the shipping department?

A. No, it is a department in itself.

Q. What is meant by local shipping?

A. Well, that is products that are shipped within 150-mile radius in Pittsburgh.

Q. While you were at work were you ever asked to join the Heinz Employees Association?

A. I was.

Q. When?

A. Well, about two weeks before the strike, there was a piece of paper was sent around, and it had one name on there, and that was the timekeeper's name.

Q. How do you mean, the paper was sent around?

A. Well it was handed to one of the fellows who had [fol. 507] charge of the city room at that time, and he, in turn, took it to everyone that was in the department there and asked them to sign.

Q. I show you Board's exhibit 7. Will you look at it and state if that is the kind of a paper that you are referring to that was passed around?

A. This is an exact duplicate.

Q. Who was your boss at that time?

A. Mr. Briggs.

Q. Briggs?

A. Yes, sir.

Q. I believe you stated that when it was first started around, this paper was first started around, there was one signature on it?

A. Louis Murphey.

Q. Who was Louis Murphey at that time?

A. He was the timekeeper there.

Q. Just what were the mechanics of passing this around? I mean, how was it done?

A. Well, he came out and gave it to this fellow.

Q. Who did?

A. Murphey gave it to Frank Lewandowski. He had charge of the city room at that time. He gave this slip of paper to him, and this fellow took it around to each fellow individually and asked them to sign.

Q. Who is this fellow that took it around?

A. Frank Lewandowski.

Q. Do you know how to spell that?

A. No, I couldn't spell it.

Q. And what was that man's job at that time?

A. He had charge of the city room there.

Q. What room?

A. City room. That is where we take care of broken cases.

Q. The city?

A. City.

Q. Did Frank approach you with a paper like Board's exhibit 7?

A. He did.

Q. What did he say to you?

A. He asked me what I wanted to sign, and I asked him what it was for, and he told me he didn't know anything about it either.

Q. Was this while you were at work?

A. This was during working hours.

Q. When was this with reference to the strike?

[fol. 508] A. Oh, I would say about two weeks before the strike.

Q. And your boss was Briggs?

A. Briggs.

Q. Was Briggs around when this was being done?

A. Well, I think he was in the office. He wasn't out on the floor, though.

Q. Is it customary for petitions and papers to be circulated during working hours since you have been working at the plant?

A. No, sir.

Q. Was this, as far as you know, an unusual thing?

A. It was an unusual thing to me, yes sir.

Q. When Frank asked you to sign this paper, did you sign?

A. No, sir.

Q. Did you sign later?

A. I did, after we were called in the office one at a time by the timekeeper.

Q. Explain when that happened and what occurred.

A. Well, when they didn't have any luck in getting us to sign this petition, we were called, right after the bosses went to lunch, about 10 minutes after 12, we were called individually into the office and asked to sign. I didn't sign at first until everybody had signed, when the word started circulating around that we would be better off if we did sign.

Q. Who was in this office when you went there?

A. Louis Murphey.

Q. And at that time you say he was the timekeeper?

A. He was the timekeeper.

Q. Was it his office?

A. He was in there. That is where he worked, right in there.

Q. When you went in, was anyone else in there but the two of you?

A. No, there was another fellow that came in with me.

Q. How did you know that they were in the office?

A. That is always understood, that that was his office.

Q. No. How did you know you were to go to see Murphey?

A. He, in turn,—He would call one fellow, and, after he talked to this fellow, this fellow came out and would tell you to go in there.

[fol. 509] Q. I see. When you went in, was Murphey sitting or standing?

A. He was sitting.

Q. Now, what did he say?

A. Oh, I can't possibly recall the exact—

Q. If you recollect.

A. —the exact words, but he just asked us to sign this paper. We asked him what it was for, and he wouldn't even



tell us what it was for. He says, "You can read." He says, "Draw your own conclusions to it."

Q. Did you sign the first time you went into Murphey's office?

A. No, sir.

Q. Did you go back in again?

A. I went back in again, yes, sir.

Q. The second time you went in were you called in or did you go in voluntarily?

A. We went in voluntarily, after everybody had signed, and then we went in.

Q. Why did you sign?

A. We figured we would be better off if we signed.

Q. What do you mean, you figured you would be better off if you would sign?

A. The rumor started going around that all of these fellows would come to us and say—one fellow came up there to us and said, "Babi," he says, "if you don't sign, you are crazy." He says, "You are better off if you do sign, and you will have a little job a little better. You will be better off, too."

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. This Frank Lewandowski that handed you the paper, he was an hourly employee, wasn't he?

A. Yes, sir.

Q. And Louis Murphey, the timekeeper, was an hourly employee?

A. Yes, sir.

Q. And he just had his desk in the office?

A. Yes, sir.

Q. And the time he was calling you men in was the lunch hour, when Mr. Briggs wasn't there?

A. Yes, sir.

Q. Now, Louis Murphey belonged to this association, [fol. 510] didn't he?

A. All he had was his name on that slip of paper.

Q. You know that he was very active in the Heinz Employees Association?

A. Well, I don't know. I didn't pay very much attention to that.

Q. Well, he was the one that was pushing the thing to get names in your department, wasn't he?

A. He was.

Q. And he has since been discharged by the company, hasn't he?

A. Yes, sir.

Q. So he is not there now?

A. No, sir.

Q. When was he discharged?

A. I would say about two or three months ago.

Q. Well, not very long after the election?

A. No, not very long after the election.

Q. I mean, it was a short while after the election he was discharged?

A. Oh, no, no. It has been about three months after the election, three or four months after the election.

Q. Now, in that department, you men have intervals between trucks when you have time to sit around and talk, don't you?

A. No, sir.

Q. Isn't there a period between loadings when the men stand around and talk?

A. No, sir.

Q. Work all the time?

A. Yes, sir.

Q. Truck there to load all the time, is there?

A. We don't only load trucks, we fill out orders and when we get what we call loads and we get in what we call a hole where stock is piled away, we, in turn, work on that and check that and something doing all the time.

Q. As far as you know, Mr. Briggs never saw any of this going in?

A. As far as I know, no sir.

Q. How many men were there in that department?

A. I would say about 20 to 22.

Mr. Reed: That's all.

Trial Examiner Walsh: Just a moment, are you through?

Mr. Kleebe: Yes, sir.

[fol. 511] By Trial Examiner Walsh: .

Q. When you say that this Frank Lewandowski was in charge of the city room, what do you mean?

A. It was up to him to see all these orders were packed correctly first when the orders came in, to make sure they were packed and his job was to check them and see everything got along smoothly in there.

Q. Suppose everything doesn't go along smoothly?

A. He gets the blame for it.

Q. From whom?

A. From the boss, Mr. Briggs.

Q. Then what would he do?

A. I don't know what he would do. Of course, if the customer complains, he would get the complaint and give it to him.

Q. Would this Lewandowski complain to you?

A. Yes, sir, to me.

Q. Suppose he would complain to you?

A. If I was wrong I would admit it, but if I wasn't wrong, I would go up to see the boss.

Q. You don't consider Lewandowski a boss?

A. No, not in the term you call a boss.

Q. What do you consider a boss?

A. Somebody that gives orders. He gets orders that he in turn gives to somebody else.

Q. Who is the boss?

A. Mr. Briggs.

Q. He is the only boss?

A. I don't know whether you call this other gentleman Mr. Betz down there; I imagine you call him a boss too, but Mr. Briggs is the main boss.

Q. What about Louis Murphey; when he was there did you consider him a boss?

A. He was given a large amount of authority down there. He could come around and tell you what to do.

Q. Just how large? It can be interpreted rather generally.

A. The word from him to do anything was the same as from any of the bosses.

Q. The office you saw Mr. Murphey in was the office in which Mr. Briggs had his headquarters?

A. Yes, sir.

Q. Were they the only occupants of that office?

A. Yes, sir.

Q. Mr. Briggs had a desk of some kind there and so did [fol. 512] Mr. Murphey?

A. Yes, sir.

Q. So they occupied the same room as an office for headquarters?

A. Yes, sir.

Trial Examiner Walsh: That's all.

### Recross Examination.

By Mr. Reed:

Q. There are two or three other desks in that office there?

A. There is three desks.

Q. Who had those other desks?

A. There is a fellow who works on—all he does is check these loads that come in there. He writes them up and bills them.

Q. None of the men consider the timekeeper as a boss, do they?

A. He had authority—any word we got from him we had to do it.

Q. He frequently passed on information but the men don't regard the timekeeper as a boss, do they?

A. They look up to him as one of the bosses.

Q. Do the men generally regard him as a boss?

A. Not generally, but in this case he was.

Q. In this case he had authority?

A. In this case he had authority.

Q. You are in charge of that room now aren't you?

A. Yes, sir.

Q. You don't consider yourself as a boss now, do you?

A. No, sir.

Q. You are doing the same thing Lewandowski did at that time?

A. Yes.

Q. What you do is report information along to Mr. Briggs?

A. Yes, and I would be to blame if anything was wrong.

Q. But you are not eligible to seek members of the union because of that job, are you?

A. I am not allowed to do it on company time.

Q. Of course; but you are a union steward, now?

A. Yes, sir.

Mr. Reed: That's all.



[fol. 513] Redirect examination.

By Mr. Kleeb:

Q. A few questions. After you signed this paper were you ever asked to sign a membership card in the association?

A. Yes, I was asked by Louis Murphey to sign. I asked him what the card was for. He said, "You are a member of the union; you sign that piece of paper." He said, "Take this membership card and give me a half a dollar."

Q. Is that a card like Board's Exhibit 8?

A. Yes, sir.

Q. Did you give him a half a dollar?

A. No, sir.

Q. Did you sign the card?

A. No, sir.

Q. Have you attended any of the association meetings?

A. No, sir.

Q. Where were you when you were asked to sign this card?

A. Right in doing the work.

Q. Murphey come up to you?

A. Murphey come up to me, yes.

Mr. Kleeb: That's all.

Witness excused.

Mr. Kleeb: Frank Sukits.

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FRANK SUKITS, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Mr. Frank Sukits?

A. Yes, sir.

Q. And you live at 1277 Voscamp Street?

A. Yes, sir.

Q. North Side, Pittsburgh?

A. Yes, sir.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been employed there?

A. Oh, a year and four months.

Q. Who is in charge of that—for what department are [fol. 514] you in, rather?

A. Branch house stock.

Q. And who is in charge of that department?

A. Charlie Braun.

Q. Is that Charles A. Braun, Jr.?

A. Yes, that's right.

Q. Are there any divisions of that department?

A. No, branch house is alone, like just stock.

Q. Who is your immediate boss, that is the next one above you?

A. Capan.

Q. What is his first name?

A. Frank.

Q. Is that C-a-p-a-n?

A. Yes.

Q. What is your job?

A. My job is to stack loads, put away cases.

Q. Did you ever discuss unions with any of your bosses?

A. Well, Braun was—he come over, it was after the noon hour, after 1 o'clock, he come over to the other side of the building, the cereal, and me and two other fellows there and he approached us and was talking to us.

Q. When did this occur, about when, with reference to the strike?

A. Oh, a month or two months before the strike.

Q. Do you recall who the other two fellows were?

A. Lawrence Rom and Fred Maitz.

Q. Will you relate as best you can recollect what was said by Braun or what was said in general, at that time?

A. Well, he come over and he says that he hear there is an outside union going on and he said that we was with the—or that we wasn't with the company long enough to know the benefits that's, you know, given to the employees and that we weren't there and we weren't old enough to know what an outside union could do for us and that kind, as much as that we shouldn't bother with this and he told us the company could make us go out on the street and eat, too, instead of the dining room.

Q. Was his conversation for or against outside unions, as you can recollect?

A. Against the outside unions.

Q. Do you remember any specific thing he said against the outside unions?

[fol. 515] A. Well, he says definitely that they wouldn't give us more than sixty cents an hour.

Q. What were you making at that time?

A. Oh, I don't know, I guess about 52½ cents, or something like that.

Q. And how long had you been with the company.

A. A year and four months.

Q. This conversation of Braun's with you three men took about how much time?

A. I would say between a half to three-quarters of an hour.

Q. Would you have been working had he not been talking to you?

A. Yes, we would have been working if he wouldn't have been talking to us.

Q. Were you ever approached to sign a paper for the Heinz Employees Association?

A. No, they never bothered me with it.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. When did this conversation take place with Braun?

A. Well, about a month or two before the strike.

Q. That is, before there was any solicitation for the association at all, wasn't it?

A. Yes.

Q. Before they started to take names for the association?

A. Yes, sir.

Q. So that it was just a general discussion about what the Heinz employees had and what they might get out of a union, wasn't it?

A. Yes.

Q. And he pointed out the things that the Heinz Company did for its employees that they weren't required to do, didn't he?

A. How do you mean?

Q. He pointed out they maintained this dining room, and things of that kind.

A. All right. It was built for the employees.

Q. How is that?

A. It was built for the employees, wasn't it?

Q. That's what he was talking about; he said that—

A. He said if the outside union get in they would make us go out on the street to eat.

[fol. 516] Q. He said if the outside union came in they wouldn't run the dining room, didn't he?

A. They would make us go out in the street.

Q. You still eat in the dining room?

A. That's right. All right.

Q. He said if an outside union got in there they wouldn't run the dining room, didn't he?

A. He didn't say. He just said they would make us go out in the street and eat. I didn't say whether they would or wouldn't run the dining room.

Q. You had some trouble later, and were discharged?

A. Yes.

Q. And through the grievance committee you took it up with Mr. Riley and you were restored?

A. Yes.

Q. Do you have any hard feelings with Mr. Braun?

A. Not personally, but as a factory.

Q. You didn't think that conversation that occurred before they were organizing an association at all was intended to coerce or threaten you, or anything of that kind?

A. Just whatever I say, you can take what you want out of it.

Q. There was a lot of union talk going around the mill all the time, wasn't there, at that time?

A. Yes.

Mr. Reed: That's all.

Redirect examination.

By Mr. Kleeb:

Q. Where were you eating your lunch?

A. I brought my lunch and ate at the plant.

Q. Does the company provide a room for the employees to eat?

A. Yes, sir.



Q. Had you been doing that for some time?

A. All the time.

Mr. Kleeb: That's all.

Trial Examiner Walsh: Just a minute, Mr. Sukits.

Examination.

By Trial Examiner Walsh:

Q. The conversation that you had with Braun, you say, was a month or two months before the strike. There is considerable difference. It might have been two months, might it?

A. It's closer to two months than one month.

Q. Then it might possibly have been in late March, because the strike was in late May; is that right?

A. Yes.

Q. In your cross examination you were asked something like this: Then this conversation with Braun was before they were soliciting names for the association?

A. Yes.

Q. You answered "Yes." How do you know it was?

A. What do you mean?

Q. How do you know it was before they solicited names for the association?

A. How do I know? I know, that's all.

Q. Were you ever solicited for membership in the association?

A. No, sir, I never went around soliciting.

Q. Then it couldn't have been afterwards, in your case, because you had never been solicited?

A. No, there was nothing about an inside employees' association at that time.

Q. How do you know it?

A. Because I never heard of it.

Q. You never heard it?

A. No.

Q. Then there might have been some?

A. There might be and there might not.

Q. As far as you know, there wasn't?

A. No.

Q. As far as you know, when did the employees' association commence?

A. About three or four weeks before the strike, it came in full, that the Heinz Association started the drive.

Q. How do you know about it?

A. I seen different guys going around with papers.

Q. How did you know it had anything to do with the association?

A. How do I know?

Q. How did you know?

A. Because I seen one guy when I was working, I believe it was during the time when the last flood came up, where the water was around 33, 34, or 35 feet, there was a fellow from the third floor, the floor above my department, was going around with a piece of paper, and all the fellows was [fol. 518] moving flood stock, to join up.

Q. Did they tell you that?

A. Who told me that?

Q. The fellows.

A. No, nobody told me that; I seen it.

Q. I find it a little difficult to understand how you knew what it was all about if they didn't approach you.

A. They didn't approach me because I was for the outside organization all the time.

Q. You don't know, actually, what they were doing?

A. Sure. I know what they were doing and I seen the papers.

Q. Did you see the papers?

A. Sure.

Q. I thought you weren't presented.

A. I seen the guys writing.

Q. This occurred after the conversation with Braun?

A. Yes.

Q. It never occurred, in any instance, before your conversation with Braun?

A. No.

Trial Examiner Walsh: All right.

Mr. Kleebe: That's all.

(Witness excused.)

Mr. Kleebe: John Martof.

JOHN F. MARTOF, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are John F. Martof?

A. Yes, sir.

Q. You live at 5208 Natrona Way, Lawrenceville, Pennsylvania?

A. Lawrenceville.

Q. Is that Lawrenceville or Pittsburgh?

A. That's Lawrenceville, Pittsburgh.

Q. Lawrenceville, Pittsburgh, Pennsylvania; not North Side?

A. Yes.

Q. Are you now employed at the Pittsburgh Plant of the H. J. Heinz Company?

[fol. 519] A. Yes, sir.

Q. Approximately how long have you been employed there?

A. I would say about nine years.

Q. And the department?

A. Different places during that time.

Q. Prior to the strike, May 24th of this year, where were you working?

A. Bean baking.

Q. And you had been in the bean baking department for some time?

A. Oh, yes; for about a year, anyhow.

Q. Is the bean baking department in a particular building?

A. It's all on one floor. There was bean sterilizing and bean baking, bean bleaching.

Q. Is there a bean building?

A. Yes, sir, there is.

Q. And is your department in that building?

A. Yes, sir.

Q. And prior to the strike you were in the bean baking, you say?

A. Yes, sir.

Q. What kind of work were you doing at that time?

A. Well, I was working on the platform, sterilizing, pushing baskets, different jobs; working in the kitchen.

Q. And the nature of your work is sterilizing baskets?

A. No, beans.

Q. Sterilizing beans?

A. Beans, yes, sir.

Q. At that time was it?

A. I might work two days out of the week there sterilizing and then get back in the kitchen there.

Q. What do you do in the kitchen?

A. Push baskets around after they empty the beans out.

Q. Who is the boss of that department?

A. Andy Vajentic.

Q. Did your boss, Andy Vajentic ever, prior to the strike, talk to you about unions or about the Heinz Employees Association?

A. He come up there, I would say, about three weeks before the strike.

Q. Come up where?

A. On the platform, at that time where I was working.  
[fol. 520] Q. Did he talk to you?

A. He talked to me about how good this inside union was.

Q. Tell us exactly, as best you recollect, what the conversation was?

A. He come up to me one day and he was going around to the other fellows telling them about it and he come up to me and started talking to me about the Heinz Employees Association. He says it would be a good idea to join and all different things. He told me I had been with the company a long time and told me how the company treated me and all that stuff like that and in the meantime he told me to go up and sign up in the—I would say up in the balcony, what I would call it, where they were bleaching beans.

Q. Did he tell you what to do up there?

A. He told me to go up there and look at the slip up there a fellow had, a fellow named John Muska had up there.

Q. Did you go where Mr. Vajentic told you to go?

A. I went up there and I looked at the slip and—

Q. Was this fellow there?

A. He was there, yes.

Q. Did you see this slip?

A. I saw the head lining of it, Heinz Employees Association.



Q. I show you Board's Exhibit 7 and ask you if that's the kind of a slip you saw?

A. It was the bottom here, but the title on the top of it.

Q. Was that wording on that paper on the paper you recall?

A. I read a few lines of it.

Q. Would you recollect whether it was like that?

A. I would say like this, but it had the title on top of it, "Heinz Employees Association".

Q. Did you have to leave your work to go up to see this fellow?

A. Yes, I did.

Q. Was anyone else present?

A. Well, at that time he was talking to me and I went up there and nobody else wasn't around.

Q. What did he say to you?

A. Well, he told me about the unions forming here, outside and inside.

Q. What did he want you to do?

[fol. 521] A. He told me that the inside union would be best.

Mr. Reed: Who is this "he" now? Is this the man upstairs or Vajentic?

Mr. Kleeb: He is talking about Muska.

The Witness: No, the boss.

Q. Was Vajentic with you?

A. No, he was down below.

Q. You did go up. I mean, when you went up?

A. The fellow upstairs didn't say a word to me. He just handed me this slip of paper and told me to sign it and that's about all he said to me.

Q. Did you sign?

A. No, I didn't.

Q. Have you ever signed up with the association?

A. No, I haven't.

Q. Were you ever asked any time again after this occasion to sign any paper?

A. Well, they was going around, going in the lunch room; heard rumors you had to sign in order to keep your job, amongst the fellows, and again Andy stopped me, I was alone on the way over to get a drink of water at the drinking fountain.

Q. Was that Andy Vajentic?

A. That was Andy Vajentic.

Q. What did he say?

A. He got to talking about the inside union.

Q. What did he say about it?

A. He said it would be a good thing to join. I told him I didn't know much about it. I told him I wouldn't sign.

Q. What did he say?

A. He said he had been in the company so long, and started to carry on, and I just walked away.

Q. What do you mean he started to carry on.

A. How long he had been with the company and how good the company treated him and all stuff like that.

Q. You stated in a previous conversation with Vajentic he told you how good the company was, to you. What did he say about that?

A. He said I had a steady job, that I was there, and he kept me on all the time during the depression.

Q. In that first conversation with Andy Vajentic, your foreman, did he say anything about outside unions to you?

A. Well, he says that, "You wouldn't want anybody to come in here and tell you how to run this business" some- [fol. 522] thing like that.

Mr. Kleeb: Cross examine.

#### Cross-Examination.

By Mr. Kleeb:

Q. He didn't tell you you had to join or you would lose your job, or anything of that kind, did he?

A. He said it was a good idea to join. He said it would be safer for you.

Q. How long had you known Mr. Vajentic?

A. Oh, I knew him about five years, but I worked in his department in and out.

Q. How many men does he have in that department?

A. I wouldn't say how many men he has got there.

Q. Approximately.

A. I would say about 20.

Mr. Reed: That's all.

## Redirect examination.

By Mr. Kleeb:

Q. He said it was safer to join what?

A. The inside union. I told him I didn't know much about it, and I wouldn't sign for either side.

Q. This conversation at the water fountain you referred to previously, did that occur after this other conversation?

A. No, it was before the first one, when I had to go up and sign.

Q. That was when?

A. That was before he told me to go up and sign this paper.

Q. It was following that that you had this other conversation with him, when he told you to go up and sign this paper?

A. Yes, sir.

Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: Mat Canjar.

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MAT CANJAR, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

## Direct examination.

By Mr. Kleeb:

Q. You are Mat Canjar?

[fol. 523] A. Yes, that's right.

Q. And you live at 825 Blossom Way, North Side, Pittsburgh?

A. Yes, that's right.

Q. Answer "Yes" loud, will you?

A. Yes.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been employed there?

A. I was nine years and six months, the past nine years, in April.

Q. In what building do you work?

A. Bean baking.

Q. In what building?

A. Bean building.

Q. In what department?

A. Bean baking.

Q. What kind of work do you do?

A. Hoist, I hoist basket from floor—before I was on first floor, I send basket from the fifth down on third and second.

Q. Let me clear this up. Prior to the basket, did you hoist?

A. Yes, nine years.

Q. For nine years you were a hoister?

A. Yes.

Q. Is that sort of a laboring job?

A. Yes, sir.

Q. And what hoist was it, before the strike?

A. That was first.

Q. And what did that work—What did you do on the first hoist?

A. On the first hoist we have two cranemen, each crane-man was on one side, and one rolls on the inside and other rolls on the other side, and both cranemen bring basket and pull cans of beans. As they come down the rolls I hook them up and send them down on the third and second floor, sometimes—

Q. From the third floor?

A. From the fifth and from the third and second.

Q. That's known as the first hoist?

A. We call that first.

Q. Who is in charge of the bean-baking department?

A. That's Andy Vajentic.

Q. There has been testimony, Mr. Canjar, that the A. F. of L. outside union had a public meeting April 15th of [fol. 524] this year.

A. Yes..

Q. Did you attend that meeting?

A. Yes, I was there.

Q. Where was that meeting?

A. That was on the 15th April—

Q. No; where? What street?

A. On James Street.

Q. Was anything said to you by any boss about attending that meeting?



A. Next morning, yes, sir.

Q. Who said anything to you?

A. Andy Vajentic.

Q. What did he say?

A. Well, he said to me, "Mat, you was on that meeting last night."

I said, "Yes, sir."

Then he said, "What do you try to do? You try to organize the union?"

I said, "I guess we try."

Then he tried to talk to me, I was work there nine years, and all this depression, how that company keep me on the job and my family and, you know, there is more than this; he held me that time more than 15 or 20 minutes. Then he tried talk against outside union.

Q. What did he say?

A. He said, "Mat, you know if you organize—if they come, outside union in, you know you are going to lose your insurance." He said, "You know, you have \$1,000 H. J. Heinz Company give you free insurance, and the other \$1,000 you pay half, the company half." Then he said, "You going to lose Social Security."

I said, "No, I can't lose that, because this is under Government control."

Then he said, "You know, last year you have a bonus; over two weeks, you get good bonus for Christmas."

I said, "It's all right, but we have a right to organize. The law says we have the privilege to organize."

And Andy says, "It's all right to organize other business but I tell you there wouldn't be union here."

So I said, "All right, we will see about that; they going to be union here."

Q. Andy Vajentic said there will be no outside union?

A. No. He say, "Other place, but not here."

[fol. 525] I say, "We will see to that, they going to be here, too."

Q. Did he talk to you after that?

A. He talked to me almost every day since that, too, about three weeks before strike.

Q. What did he generally talk to you about in those times he would talk with you?

A. Well, he wants know, he want to find out how this whole start, how this union start. He asked me, "How is this start," and so on and "Who is the leader?" And I

wouldn't tell him who is the leader and how did it start. The next day he asked me, "Who is that fellow come from third floor up on the fifth floor and see you dinner time?" And I wouldn't even tell him who is it, that guy, come from the third floor to see me upstairs. Then again he tell me about some business agent of the local plaster union, this man is in that neighborhood, he said, "That guy is \$16 a day and this other guy is plaster man and they work couple months a year and they don't pay union and they was kick out from the union." He told me, "This guy has a room in William Penn," that man that was business agent, he told me he live right beside him.

Q. And what about him?

A. And he said, "That man got room in the William Penn Hotel and he go around night clubs and spend lot of money and that the union man didn't have no job."

Q. Did any other boss or official of the company talk to you about unions?

A. Yes, sir.

Q. Who?

A. Mr. Heinrich, the superintendent.

Q. Can you state about when?

A. Well, I didn't remember exactly the date but that was between 15th of April and before that flood is, before 27th of April; that was between 15th and between 17th.

Q. Where were you when Mr. Heinrich talked to you?

A. Well, I was 5 o'clock, I was, you know, quitting time, then I had my card and walked home from bean building to spaghetti building, Mr. Heinrich was on the bridge between the two buildings.

Q. What did he say?

A. He had other men beside him, Steve Steidehart.

Q. Did Heinrich talk to you?

A. Then I tried to pass him. He say, "Matt, wait a [fol. 526] while." He said, "You ain't afraid of me?" I said, "No, why should I be afraid of you?" He said, "You see Steve here, he works 13 years for the company and I heard last night he was at union meeting" and then he said to Steve, "All right, Steve, you can go, I will see you tomorrow." And then Mr. Heinrich asked me, he heard I was on that meeting. I said, "Yes, I was on that meeting." And then he tell me, "You know, all this depression the company was good to me and how I make

living there, and so on, and I told him, "Yes, we make living all right, but not so very good because they cut off 25 per cent." And then I said, "It's time to get this money back." And he said, "I didn't get mine either," and then—

Q. Did any other official talk to you?

A. Yes. Then again, about three weeks before strike—

Q. What other official talked to you?

A. Not other official, but foreman?

Q. Who was that?

A. Andy, again.

Q. Did he talk to you again?

A. Andy again, yes.

Q. When?

A. That was about three weeks before the strike.

Q. Where were you?

A. That was the same place where I work.

Q. What did he say?

A. That was on a Monday, then, he tried to talk to me there about union again. He said, "Mat, we have pretty good; the inside, I think, going to get majority." I said, "I don't believe you." He said, "Oh, yes, you will find out." Then we have little more argument and then he went away and around 10 o'clock, it was little later than 10 o'clock that same day, I work on this hoist and his brother runs crane right beside, couple feet between my place and his brother, and then after 10 o'clock he went to his brother and he finished, sometime 15 minutes, sometime half hour, sometime more, so he went to his brother and tell him to come down and he said, "Dominic, don't come around."

Then he tell Dominic, "Come down on other crane." Man come in 10 o'clock, Tony Muska. I just tell him this way, with finger (indicating). That is mean he is go up take Dominic's place. And Dominic step down. And I didn't see if he hand him anything. I can't say that, because Dominic is back to my face.

[fol. 527] Then I see Dominic went from the Andy, and he stopped by the Tony Muska, and Anton Tremantine, from man to man, his brother went with that sheet from man to man.

Q. Dominic did that?

A. Yes, he went all over, from the man to man, you know, approached, I guess asked them to sign up.

Q. Mr. Canjar, this Dominic Vajentic, is he in your department?

A. Yes, he is in the same department.

Q. Does he do the same kind of work that you do?

A. He run a crane.

Q. He runs a crane?

A. Yes, he runs a crane.

Q. Did you observe him passing or going around with that paper?

A. Yes. He was about 10 minutes after 10 and 10 minutes to 12, when he come back. Then I guess he didn't finish. Then around dinner time I tell him, "Dominic, you know what you are doing?"

He said, "Yes, what I do?"

I said, "Do you know there is company union?"

He said, "Yes, but what I going to do about it?" He said, "Andy send me; I have to do it."

Then after noon I observed Dominic, he after noon went around with that paper the same, with a big paper. I believe that was six by ten, something, six by ten, big paper.

Q. Was your job changed about that time?

A. Well, that was on the same week, on a Friday, Andy comes to me and say, "Mat,"—

Q. Who came to you?

A. Andy.

Q. Vajentic?

A. Vajentic, yes.

Q. What did he say?

A. He said, "Mat, you going another hoist, and then tell Joe come here."

I went to another hoist over there. I be more busy, don't have much time, you know, over there. You have to be every minute over there beside that hoist.

On first hoist I have more spell, you know; sometime work one hour fast and then I have a spell half an hour, sometime 15 minutes or more.

Q. Have you been on the second hoist ever since?

[fol. 528] A. Yes, I was on that hoist, on second hoist, right along since that.

Q. In your opinion is the second hoist work harder than the first hoist?

A. Well, a little harder, because you have to be there every minutes.



Q. Do you see as many people doing work at the second hoist as you do at the first hoist? Are you in contact with as many people? Do you meet as many people?

A. No, I was busy. I didn't have time to talk with nobody. If I even go drink water, then I have to run and come back on my place.

Q. Do you remember exactly when this change took place? Do you remember the date?

A. Yes, that was the same week, on Friday, on Friday morning, the same week.

Q. What month?

A. Well, that was first week in May, first week in May, three weeks before the strike.

Mr. Kleebe: Cross-examine.

The Witness: Well, please, I am not finished yet. I talked with Mr. Locke too.

By Mr. Kleebe:

Q. Mr. who?

A. Mr. Locke, he has the whole building, whole bean building in charge.

Q. Mr. Locke?

A. Yes.

Q. Is that L-o-c-k-e?

A. I think so.

Q. When did you talk to Mr. Locke?

A. Well, that was the same day when I has argument with Andy. That was on a Tuesday. That is May, first week, three weeks before strike occurred. I went down to get my time card from the table, and Mr. Locke, he was standing right beside window. He said, "All right Mat, ring your card, and I want to talk to you."

Trial Examiner Walsh: Who is Mr. Locke?

The Witness: He sit right there on first. He is in charge of whole bean building.

Trial Examiner Walsh: In charge of the entire bean building?

Mr. Kleebe: Yes.

A. (Continuing): And he said, "All right, ring your card. I want to talk to you." Then I went over there, and then he said, "Mat, what do you have to do with your [fol. 529] finger under nose?" I said, "I don't know what

you mean, Mr. Locke?" And he insist I got something to do with my finger under my nose. I said, "I don't understand you." "You know, Mat, I going to fire you." I said, "What for you going to fire me?" He said, "What you do with your finger more than 15 minutes?" He insist what I have to do with my finger under my nose. I said, "I don't know what you mean by it." I said, "Mr. Locke, if you going to fire me, you are going to fire me because I am union man. That is why you are going to fire me and nothing else." And he said, "Oh, I heard you call these people names." I said, "That is a big lie. I didn't call people no names."

Then he said, "All right, Matt, I am going to investigate. If I find out, if I find you call people names, I will come tomorrow morning, I will come and fire you." I said, "Mr. Locke, all right, if you find out I call people names, you fire me tomorrow morning. All right."

Then he said, "Matt, anyhow, I like to find out how this is all start. How is this started? Who is the first to start this?" I said, "Mr. Locke, I can't tell you that who is first to start this."

Q. How did what start?

A. You know, union, who starts this, all this union, outside union.

I said, "Mr. Locke, I can't answer that question. I can't tell you first one who is start. But, you know, "I think, Mat, you know this all. You was one of first one." I said, "Well, maybe, but I can't tell you who is start it first." Then he insisted that I know. I tell him, "Sure, we have men from each department, a few men, and we organize." But he still insist that I must know who was start it first. I said, "I can't answer that question, Mr. Locke."

Then he said to me, "Mat, you know you cut your own throat." I said, "Why?" "You know you have better chance this way individually. You have better chance to get better wages." And he ask me, "What you want? You want 80 cents now?" I said, "No. Mr. Locke, I didn't ask you. I didn't ask you nothing. I ask Andy around Christmas three times for wages. They give me what I have before, but he didn't give me any. I didn't ask you nothing now this time."

And he says, "I am sorry you didn't ask me when you asked Andy for that wages." And so he said, "All right, [fol. 530] Matt. Let's see. Wait."

Then two guys was passing slips down on the street. Then he show me, "Mat, can't you identify these two guys on the street?" I looked down, and we didn't see down. They must have went away, these two guys.

Q. Then did you leave?

A. Then I leave. I went home.

Mr. Kleeb: Cross-examine.

Cross-examination.

By Mr. Reed:

Q. You never made any complaint that the second hoist was harder than the first hoist; have you?

A. What do you—I didn't made complaint because I was work on that second hoist five year before he transfer me on first hoist.

Q. Oh.

A. Yes.

Q. So you worked there before?

A. I worked five years.

Q. On the second hoist?

A. About maybe more than five years on that first hoist.

Q. And both jobs are piece work? You get what you can make, don't you?

A. They pay this way, see. If you has—if you didn't make piece work, you have day work, but if you make over day work, then you have piece work.

Q. Yes.

A. Yes.

Q. But you can get bonus on piece work if you do more work?

A. Yes, sometime. Yes, sometime.

Q. Nobody object to getting a job where they can do more work; do they?

A. Well, I was working on this two hoists since I start there. I didn't work once in a while, a couple of days around factory; I work steady on these two hoists.

Q. Did you ever complain to the union or to Mr. Locke or to anybody else about transferring you to this second hoist since the strike?

A. No. Why should I complain?

Q. You never have, have you?

A. Why should I complain? Maybe they tell me, "If

you don't satisfied, go on home." Why should I complain? I have to keep quiet, that is all.

[fol. 531] Q. You never have complained, have you?

A. No, I never complained.

Q. You know you have a union grievance committee. You can go and talk to them about it, can't you?

A. Well, that time we didn't have a union yet.

Q. Well, you have a union now. You have had since the strike, haven't you?

A. Well, I won't bother them.

Q. You didn't—You wouldn't bother them?

A. No, because I am not scared work no place, not even on that hoist.

Q. Because what?

A. I am not scared work no matter what kind of a job. I can stand it.

Q. Yes. And you didn't think that was to discriminate against you at all, did you?

A. Oh, yes, that was discrimination.

Q. Why didn't you complain to somebody about it?

A. Well, because I don't feel I going, you know, maybe they spread around that Mat is scared, he is too lazy to work on this place. That is what I feel. I don't complain. This is discrimination, because I has on first hoist sometime half an hour, well, sometime even one hour, because I was one hour fast and everything shoots down, and I have rest. On this hoist I have to be every one minute on this hoist.

Q. You can make more money on this job though, can't you?

A. No; no, same, the same wages on first and the second.

Q. You can make more on your piece work, can't you?

A. What?

Q. You can make more money on piece work when you work more, can't you?

A. Well, yes, when it runs more machine; then we make a few cents more every day, yes.

Q. Now, you weren't afraid to talk to any of these men about the union? You weren't afraid to talk to Vajentic or Locke or anybody, were you?

A. Absolutely, I am not afraid to talk.

Q. They weren't trying to influence you, were they?

A. Oh, yes. Oh, yes, they try, yes.



Q. And you talked to all the men around there about the union, didn't you?

A. Absolutely, on my time, on dinner time, yes.

[fol. 532] Q. But you talked to the men around there, the workers. You got cards signed for the union, didn't you?

A. Where? Inside?

Q. Yes.

A. In there?

Q. Yes.

A. No, absolutely not.

Q. You got cards signed for the outside union, didn't you?

A. Sure, I sign for outside union.

Q. And you talked to the fellows on the job about the outside union?

A. No, not around the job.

Q. And didn't the bosses complain to you several times about your annoying people?

A. Once Mr. Locke, he told me, and Andy, "Mat, don't talk to people." I said, "Andy, I keep my work. I can't—You know—". That was a hole about five, six foot, and everybody pass that much passage beside me, and then everybody pass and looking in this hole, so I can't tell man, "Go and get out of here." And then since this man just take a look in this hole, they came, Andy and Locke, they came right on me, jump on me, "Mat, why you keep this people back?" I say, "I no keep them. They looking down. I no can tell them, 'Get out of here.'"

Q. You talked to everybody that passed there about the union; didn't you?

A. No, absolutely I didn't.

Q. And that was Mr. Locke who spoke to you about that?

A. No, he didn't spoke about that.

Q. And you said before anybody had mentioned union, you said, "if you fire me for calling names, it is because I belong to the union"; is that right?

A. I tell him if he fire me, he fire me because I am union man, because I am strong for outside union. That is what I tell Mr. Locke in the face.

Q. So you are the one that started the union talk with Mr. Locke?

A. He start it first, because he said, "I want to know how this all started," Mr. Locke, yes.

Q. He told you you were calling names to 'people, didn't he?

A. Yes.

Q. And you are the one that mentioned the union?

[fol. 533] A. Yes, I mention if he fire me, he fire me because I am a union man. That is what I tell him, if he fire me, he going to fire me I am union man. But then he ask me after how this all started. He want to find out of me, so I wouldn't tell him how this all start.

Q. How long had you known Andy Vajentic?

A. Oh, I know Andy ever since I come from the Old Country, come over from 1921 I know him, since 1921.

Q. Since 1921?

A. Yes, since I come here in this country.

Q. What country did you come from?

A. From Jugoslavia, Croatia.

Q. Is that where Andy came from, too?

A. Yes.

Q. You have been very friendly with him, haven't you?

A. Oh, well, we talk. We didn't, you know, have fight or so on, except now after union some grievances.

Q. But you talked to Andy Vajentic about unions or politics or anything else any time; didn't you?

A. If he ask me that.

Q. Yes.

A. If he didn't ask me I never talk, but he ask me some-time, I am talk. I am not scared to talk.

Q. You talked to Mr. Heinrich lots of times about things, about politics and about other items?

A. No, not politics.

Q. There was nothing unusual in you having a conversation with Mr. Heinrich about anything when you met him, was there?

A. Not politics, but if he pass me he said, "Hello, Mat," I told him, "Hello." If he ask me some question, then I answer, but not politics at all.

Q. Now, none of these men asked you to join the association, did they?

A. No, because they know I am strong for outside.

Q. And you were always active in the outside union from the very start, weren't you?

A. Absolutely.

Q. And they all knew that, didn't they?

A. They knows.

Q. All these bosses that you talked to knew that, didn't they?

A. They know, sure.

Q. You don't think they had any intention or hopes of [fol. 534] changing you over to the association, do you?

A. Oh, they try. They go around bushes and try to get me, but they know they can't buy me. They didn't have enough money to buy me.

Q. Everybody in the Heinz Plant knew you weren't going over to the association, didn't they?

A. Oh, if I join, I guess everybody knows that I join.

Mr. Reed: That is all.

Mr. Kleeb: That is all.

Trial Examiner Walsh: I have one question or two.

By Trial Examiner Walsh:

Q. About your new job, is it the same kind of work as you were doing?

A. Yes, but just—

Q. You mentioned that you are paid piece work rate; is that correct?

A. We have paid now 66 cents, and if he makes more over 66 cents, then he has piece work, but now since we have agreement, now, if I made one day \$6 and other day make \$5, they make even. They take from this day and give for that first day, see.

Q. Do you mean that you are paid an hourly rate of sixty some cents?

A. Well, I has before three weeks, I have paid 66 cents, and if I make over, I get over, but since that—

Q. How do you make over your hourly rate?

A. Because we have one cents from the basket, one cents. If I pull more than 66 baskets, then I get the piece work.

Q. In a day or an hour?

A. In an hour, yes, 66 cents.

Q. If you hoist more than 66 baskets in an hour you are paid an additional amount by the piece; is that right?

A. Yes, sir.

Q. So that you have an opportunity on this new job to hoist more baskets?

A. No, can't hoist more, hoist the same is how many I hoist.

Q. I thought you said that you had less time to talk on your new job than you had on the old?

A. I don't have spell like on first. I don't have spell, you know, rest on this job. I have to be every one second.

[fol. 535] Q. If, on your new job, you don't have any rests such as you had on your first job—

A. Yes.

Q. Then you must be working more; is that right?

A. Oh, yes, a little more.

Q. You hoist more baskets?

A. Not more, but a little more work than on first.

Q. What kind of work is it that you have more if it isn't hoisting baskets?

A. I hoist them up and put them on trucks, and I push the truck from this hole to crane, under one crane and under another. And first hoist, I have just lift the baskets and set them down; I don't have to push over there and walk back. On this second hoist I have to run all day over there and back.

Q. Let me get at it in another way. How much were you making on the average in a week's full time on your first job?

A. Well, on first since after strike I have if I work eight hour a day I have \$5.28.

Q. In a day?

A. But we don't have regular hours. Sometimes we work—

Q. Yes. Well, in a day of eight hours you would make \$5.28?

A. Yes, if we work eight.

Q. That is at the 66 cent rate?

A. That is right.

Q. Your hourly rate is the same on your new job, 66 cents. And how much do you make in eight hours on the average or actually how much have you been paid?

A. I don't know. I don't understand just how this company figure up.

Q. Do you get paid every week or every two weeks or what?

A. I got every two weeks. We have pay on 18th and 3rd in month, but sometimes we have on 20th or 4th or 5th.



Q. Are you working full time now?

A. Yes.

Q. Eight hours a day?

A. Not eight, seven, seven and a quarter, seven and a half, seven and three-quarters, depends. When we finish, we go home.

Q. How much was your last check?

[fol. 536] A. My last check supposed to be \$55.51, but I was short \$2.51 on my figures. That is why I don't understand how they figure out. If a day has 450 baskets, the next day if I pull 600, 650, I make next day maybe \$6, and first day I make \$4.50. They took from this day I make over and give for this first day. I don't make enough. I don't understand this.

Q. Your checks run a little more than \$50 in two weeks?

A. Yes.

Q. How much were they running on the old job, the first job that you had?

A. Well, that is depend. Sometimes make more money, some time less, sometimes less, sometimes more.

Q. Than what? Than \$50?

A. Yes. Sometimes less, sometimes more. We never get, you know, regular check. We get this payday a few dollars more, this other payday a few dollars less.

Q. One more question. Would you say generally, so far as pay is concerned, that your job now is a better-paying job than the one that you had?

A. No, is-paying same wages from first.

Q. You don't make more on the present job than you made on the first?

A. No, I don't make one cent more. The same wages.

Trial Examiner Walsh: I have nothing more.

Mr. Kleeb: That is all.

Trial Examiner Walsh: That is all.

(Witness excused.)

Mr. Kleeb: May I ask for a 10-minute recess, please?

Trial Examiner Walsh: Yes. And, before the recess, may I state that yesterday afternoon Mr. Kleeb entered as Board's exhibit No. 10 for identification a memorandum issued by the Heinz Employees Association on October

25th of this year to the members of the employees' association. It was objected to. It was identified by Mr. John Koontz, if I recall correctly, and it was objected to by the respondent's counsel.

I have read it and I wish to overrule the objection of [fol. 537] the respondent and admit this as Board's exhibit 10.

(Thereupon the document heretofore marked as "Board's Exhibit No. 10" for identification was received in evidence.)

Trial Examiner Walsh: A 10-minute recess.

(Thereupon a short recess was had.)

Trial Examiner Walsh: The hearing will please come to order.

Mr. Kleeb: Joseph Marinc.

JOSEPH MARINC, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Joseph Marinc?

A. Yes.

Trial Examiner Walsh: The spelling?

By Mr. Kleeb:

Q. That is M-a-r-i-n-c?

A. Yes.

Q. You live at 918 Perealto Street?

A. Perealto Street.

Q. That is on the North Side of Pittsburgh?

A. Yes.

Q. And you work for the Pittsburgh plant of the H. J. Heinz Company?

A. Yes.

Q. You have been there about how many years?

A. About past 18 years.

Q. 18 years?

A. Yes.

Q. And you are in the bean-packing department?

A. Yes.

Q. That is in the bean building?

A. Yes.

Q. And your boss is Andy Vajentic; is that right?

A. Yes.

Q. He is foreman?

A. Yes.

Q. Were you ever asked by anyone to join the Heinz Employees Association? Did anybody ever ask you to join?

A. (Witness shakes head negatively.)

[fol. 538] Q. Were you ever asked to join the association?

A. On me?

Q. Yes; were you ever asked by anybody?

A. No, no, no.

Q. Did Andy Vajentic ask you to join?

A. (Witness nods head affirmatively.)

Q. Just take your time now and tell us what happened. You are a Croation, aren't you?

A. Yes, Croation.

Q. You don't speak very good English, do you?

A. Not very much.

Q. Did you ever sign your name for the association? Did you ever sign your name?

A. (Witness shakes head negatively.)

Q. Did you ever sign any paper for the association?

A. No. Yes, sir.

Mr. Kleeb: Off the record. If the Trial Examiner please, may I go off the record?

Trial Examiner Walsh: Yes.

(Discussion ensued off the record.)

Mr. Reed: The witness on the stand, being a Croatian, and having difficulty in understanding or answering questions, counsel stipulates that if the questions could be put to him by an interpreter he would testify that Andy Vajentic is his foreman, and told the witness to go and see Dominic Vajentic, a brother of Andy Vajentic, and a fellow-worker of the witness, to sign a paper.

Mr. Kleeb: More than that.

Mr. Reed: Sign a paper for the association.

Mr. Kleeb: And Dominic and this witness, instead of doing that, went to the men's washroom and were followed there by Dominic Vajentic with the paper. This witness

did not sign the paper, but Dominic Vajentic put the witness' name on the paper himself.

Mr. Bostwick: That is without prejudice to our right—

Mr. Kleeb: —to prove that he didn't do it?

Mr. Bostwick: Yes.

Mr. Reed: There is one other thing that we want to show, and that is that the witness is of the same nationality as Vajentic and has known him a long while and frequently talks with him about all kinds of matters. Those Croations are a great class group.

Mr. Kleeb: Is Vajentic a Croatian?

[fol. 539] Mr. Bostwick: They are all Croations there.

Mr. Kleeb: I will so state that.

Mr. Reed: I will put that in.

Mr. Kleeb: I will stipulate that it was customary for this witness to discuss matters in general with fellow-Croations and the foreman, Andy Vajentic.

Trial Examiner Walsh: Are you getting that, Mr. Reporter?

The Reporter: Yes.

Mr. Bostwick: With the understanding that we are not admitting that the man signed. We don't know.

Trial Examiner Walsh: Yes, this is entirely without prejudice to your later proof.

Mr. Kleeb: That was the point, sir, that I wanted to develop by this witness.

Trial Examiner Walsh: Yes. That is entirely acceptable to me.

Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: John Maternick.

JOHN MATERNICK, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are John Maternick?

A. Yes, sir.

Q. You live at 3318 Cargell Street?

A. Yes, sir.



Q. That is in the North Side of Pittsburgh?

A. No, it is on Herron Hill.

Q. Herron Hills, Pittsburgh, Pennsylvania?

A. Pittsburgh.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been an employee?

A. About eight years.

Q. What department?

A. Bean baking.

Q. Is that in the bean building?

A. Yes, sir.

Q. Who is your foreman?

A. Andy Vajentic.

[fol. 540] Q. Mr. Maternick, do you recall anything unusual happening in your department during working hours on or about April 28th of this year?

A. Yes, sir.

Q. Will you state what occurred?

A. My co-worker, Frank Muskon, —

Q. Frank who?

A. Frank Muskon.

Q. Do you know how to spell that?

A. M-u-s-c-o-n. He goes to breakfast at 8 o'clock and returns in half an hour, and when he come back on April 28th from his breakfast he mentioned about getting members for Heinz Association, to get at least 51 percent to buck out the outside union.

I listened, and then we had to start up on our work, so we got to work, and a little after that Mr. Locke appeared.

Q. Who is Mr. Locke?

A. He is the head of the bean building.

Q. What did he do that you observed?

A. Well, he was there talking to him.

Q. Talking to whom?

A. Frank Muskon.

Q. Go ahead.

A. He had a slip of paper. I didn't know first what it was all about, but they talked, and then I passed by and I heard Frank Muskon saying something about he don't want to make a fool of himself going around getting names. And they talked for a while, and then I seen a fellow

come up, and he hand him this slip, a slip of paper, and he signed his name, this fellow.

Q. Let me stop you for a minute. When you saw Mr. Locke and this Mr. Muskon, your fellow-worker, talking together, you say you observed a paper?

A. Yes, Mr. Locke had a piece of paper in there.

Q. And what did Mr. Locke do with that piece of paper?

A. Well, he gave it over to Frank Muskon.

Q. Did you observe what Mr. Muskon did with the paper?

A. Well, right then they talked over a little, and then a fellow came over, and he signed his name on this.

Q. On the paper that Muskon had?

A. On the slip, yes. After Mr. Locke left, why, Frank showed me the slip, and it says there on the left-hand [fol. 541] corner, it had his name written in ink, and then it had typewritten words about the Heinz Employees Association.

Q. I will hand you Board's exhibit 7. Will you look at it and read it and state whether that is like the paper that Frank Muskon showed you?

A. No, sir.

Q. I hand you a sheet of paper with some typewriting on it, another sheet of paper. Will you look at it and state if that is like the paper?

A. No, sir.

Q. Will you describe the paper which Muskon handed you or showed you?

A. It was a paper about that size.

Q. About the size of Board's exhibit 7?

A. Yes.

Q. Go ahead.

A. And it had lines in it, and on top of it. It had either typewriting or mimeographed words on it.

Q. Can you recollect any of the words that were on it?

A. I think there was one line, it said, "Heinz Employees Association."

Q. Did you see Frank Muskon's name on the paper any place?

A. On the left-hand corner in ink.

Q. Above or below the typewriting?

A. Above the typewriting.

Q. Do you know whether or not that was Muskon's signature; do you know whether it was or whether it wasn't?

A. No, it wasn't his signature.

Q. How do you know it wasn't?

A. Well, I feel it wasn't, and Frank has no ink right there, and no one uses ink. They did their writing in pencil. In our department, when they pass slips out, why, most of the fellows don't know how to read. Well, they usually write either a time-card number or name above any notice that we get. So I figured that was for him. So that is all I seen, that name there.

Q. The name was on the top left-hand corner?

A. That is why I feel it wasn't his handwriting, although I don't know his handwriting really.

Q. Did Frank Muskon say to you anything when he handed you the paper?

A. Well, he let me read it. I looked it over, and he [fol. 542] says, "Do you want to sign it?"

I says, "No."

Q. Did you sign?

A. No.

Q. Did you observe Muskon going to other fellow-employees for signatures?

A. Yes.

Q. Did you ever sign?

A. No.

Mr. Kleeb: Cross examine.

The Witness: I can say more about what the foreman talked to me.

By Mr. Kleeb:

Q. Did the foreman talk to you?

A. Yes.

Q. Who?

A. Andy Vajentic, that same day, right after that. It was near the end of the working hours. He comes up to where I work, and he says, he asks me what do I think of the whole thing.

I says, "Nothing." I figured that probably he meant the union. So I says, "Nothing."

And then he mentioned something about—I can't get it exactly, the right wording, but we got to talking about

union, and he says, "Would you want to see others come in here and tell you what to do, another organization?"

I said, "Well, I don't know." I says, "Well, I just want to sign for outside union."

And then he told me, "Think of the other people, you know, the young ones. The young ones have to depend on you." And he says, "If they come in, they will spoil everything: Mr. Heinz will object to this association, you know, the A. F. of L. union, and he will close his business rather than deal with them."

And I says, "Well, I can't—I can't feel, you know, to join the inside. I am for the outside." That is all we had to say.

Only about three days later Mr. Locke says something to me, too.

Q. What was that?

A. He came to me and he starts off this way, he says, "I hear you are one of these bolsheviks."

I wondered what he meant. I says, "I don't know." And we talked about union there, too.

He asked me why I want to join, and I says, "Why, I don't know exactly." I says, "Perhaps just like you join a lodge."

[fol. 543] Q. He asked you why you wanted to join what?

A. Yes. What will I get from a union, from A. F. of L. union?

I says, "I don't know what I will get."

He told me that he was once a union man, and he knows what it is all about. I says, "Well, they are popular things now. Most of the fellows join the outside union."

"Well," he says, "Why don't you think for yourself?" And that is all he says to me.

Q. Did anyone talk to you after that?

A. No.

Mr. Kleeb: Cross examine.

Cross examination.

By Mr. Reed:

Q. Are you active in the union now?

A. Yes.

Q. You made an affidavit for the Labor Board which Mr. Kleeb has here?



A. Yes, sir.

Q. And why didn't you say anything in that affidavit about this conversation with Locke in which he said you were a Bolshevik?

A. I put that in there.

Q. You put that in your affidavit?

A. Yes.

Q. And you put in your affidavit the statement about Mr. Vajentic's conversation with you?

A. Yes.

Q. Now do you speak Croatian?

A. No, I am Polish.

Q. You understand the Croatians who are in that department?

A. Very little.

Q. There are a number of Croatians, aren't there?

A. There are.

Q. Who live more or less in the same community?

A. Yes.

Q. And go to the same church and talk over everything that goes on, don't they, in their community?

A. Yes.

Q. So that there was nothing unusual in Mr. Vajentic talking to any of the men in there about what was going [fol. 544] on in unions or the plant or other strikes or anything of that kind; was there?

A. Well, to me it is unusual because I very seldom talk to my boss, only about work, and I never say nothing to him on the outside, you know, outside business like politics or union. We talk just about that. It is unusual in my case because I don't have nothing to say with my foreman.

Q. Now, this paper that Muska had, you saw it in his hands all the time, did you? He didn't give it out?

A. Just that one day.

Q. Well, I mean, you didn't ever see it out of his hands?

A. Well, Mr. Locke had a sheet and I feel that it is the same sheet he gave to Frank Muska.

Q. What do you mean, "you feel"? You couldn't see it.

A. Well, they were together talking and, of course, I could not exactly watch what they were doing because I had to mind my own business, but when I heard Frank Muska say that he didn't want to go around getting names

for this association, then I felt that Mr. Locke gave it to him. Of course, I seen him handle the sheet.

Q. That is why you say that you feel that Locke had the paper first and gave it to Muska?

A. Because I didn't see it on Frank Muska before that.

Mr. Reed: That is all.

Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: Mike Vilha.

MIKE VILHA, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Mike Vilha?

A. Vilha.

Q. You live at 1258 Springarden Avenue?

A. Yes.

Q. North Side, Pittsburgh?

A. North Side, Pittsburgh.

Q. Speak out loud when you testify, will you please?

[fol. 545] A: Yes.

Q. Are you now employed in the Pittsburgh plant of the H. J. Heinz Company?

A. Yes.

Q. About how long have you been employed there?

A. Four years and four months.

Q. What department?

A. Bean baking.

Q. Bean baking?

A. Yes.

Q. That is in the bean building?

A. Yes.

Q. And your foreman is whom?

A. Andy Vajentic.

Q. Andy Vajentic?

A. Yes.

Q. Did you attend the A. F. of L. Union meeting April the 15th of this year?

A. Yes, I did.

Q. Where was that meeting?

A. James Street.

Q. Was anything said to you after that by any boss about attending the meeting?

A. Yes. Andy Vajentic.

Q. What did he say and when?

A. Well, next day we come to the work and Andy was walking around the platform and there was three fellows there was in that meeting there, and Andy put his hands on his nose, and he say, point to us three fellows, he say, "That is C. I. O. stink." See? That is what he pointed. And after a while he call me in the front on the side of the window and he want to know who was there. He say, "I know all about it, who was there." He tell me a lot of fellows. I say, "If you know it, why you ask me for?" That is what I told him.

And he say, "Is anybody sign up?" I say, "Why don't you go there and find out?" After he ask me he said, "Did you pay any dues?" I say, "Not yet." I said, "I just went to the meeting." See?

And he was talking to me about one day about three or four times. I was too many aside the window talking to him. See? And he asked me what do I going to have if outside union going to get in. And I told him, "Oh, better working conditions, I guess."

He said, "Don't you satisfied?" I say, "No, we work [fol. 546] hard around here."

And after he say, "Well, in California, they have three months strike there." He say, "If they don't settle, they don't go back to work." He say, "They is all going to be canned, the people, not going to have enough room." That what he say. He say, "I don't care. In this department I have to fire everyone around here." He say, "Don't going to be no inside union." That is what he told me.

Q. I didn't understand that. What did he say?

A. He told me he have to fire in this building it is for everyone there. He said there is don't going to be no outside union. See? He try to tell me how good they have there, that Heinz Company give them cards, you

know, and shows, and books, and everything, you know, 57 Club—they had picnics. And I told him, "I don't care for that stuff. I want more money." See? That is what I tell. I am not interested in that stuff.

And he told me after, "The outside is going to get in." He say, "You don't going to have nothing." And after a while he say, "Maybe you going to lose your job and I still going to be boss around here."

Q. Were you about this time offered a raise by Vajentic?

A. That was after that he couldn't do nothing with me. One time Mr. Locke come up to me, that is before that happened, and I have 45 cents an hour.

Q. You were making that then?

A. Yes, that is last year sometime.

Q. And—

A. And Mr. Locke come to me, he said, "Mike, you got a raise two cents and a half, that is going to be 47½ cents." I say, "Thanks." Afternoon, he come back, he say, "No, Mike, I make mistake. You have the raise last March during the flood." He say, "I am sorry, I make mistake, I guess." See? Well, then, I didn't ask any more, because I know. See?

And then Andy give me two and a half cents raise. He said, "Well, you have got two and one-half cents that time." That was 47½ cents. And when we started union activities there, Andy come to me once in the morning, well, he was talking union. He always talk about the union, trying to find out what the people tell me about the union. He say about the Mat Canjar, they keep him during the [fol. 547] depression, you know, his kids. He say, "He got four children home and we keep them." He pointed out that other guys working, how long he worked there for the company. See? And what he gets. He say, "He is going to have insurance. He going to lose everything." He say, "He don't going to get nothing. He going to lose his job, too." That is what he told me. He trying to believe me, you know, so I going to believe what he going to tell me about it. I didn't mind because I know Andy for four years, what he is talking, and everything. Well, I say—I just keep it down, play dumb so I don't know nothing about it.

Q. Did you get any more raises?

A. Yes. And after he give me raise, one in the morn-



ing, and he start talk, "you still want a union?" He say, "You got to pay your dues and everything." And after-noon, he come in again. Well, he says, "This pay you got two and one-half cents, next pay you got next two and a half cents. You still want a union?" And I say, "Yes."

Q. What did he say to that?

A. Well, then, he just burn up, you know, and went away, and call me in the window after a while again. See?

Q. Did Mr. Locke ever talk to you about union?

A. Yes, he did.

Q. When?

A. One day, I don't remember exactly the day.

Q. What month?

A. This was before the strike.

Q. Before the strike?

A. Yes, two weeks before the strike. And I had my card, and he say, "Go punch it and come back aside the window there on the fourth floor."

Q. I can't hear you. What did he say?

A. He say, "Go punch your card and come back." He was beside the window waiting for me. And I punched my card, throw in the box and I come back. And Mr. Locke trying to tell me why the Heinz Company don't treat me nice. And I tell him, "No." He say, "Why?" I say, "Because we work hard." I say, "We sweat and everything there and then Andy come and holler at us."

And he say, "Well, after union going to be, don't think that is going to be better." I says, "Sure, that is going [fol. 548] to be better." And he said, "Don't you think that." He say, "We can fire you any time we want to." I say, "Oh, no, you can't. You going to fire me, you going to have reason for fire me. If I work and produce, you can't do nothing." See?

Q. These times that Andy Vajentic talked to you, was that during working hours?

A. Working hours, sure. I was work maybe one day but only hour and a half, the rest of the day was talking to me. I can't even remember what he was talking about.

Q. Did anybody come to you about joining the Heinz Employees Association?

A. No, nobody ask me to join the Heinz Employees Association, just I saw the Andy, Dominic, Vajentic on com-

pany time. He supposed to stay on the crane. He didn't run it that time. He was over by the people. He come to the Frank Berkowski, and that was on the side of the platform. He don't think I look in there because maybe that time he look some place else. He don't want to see that.

Q. You observed Dominic Vajentic going around with a paper?

A. With a paper on the company time. And I holler on him, I say, "Hey, Dominic, what are you trying to do?" Then he just go with his hands like that at me. (indicating).

Q. What should he have been doing?

A. Well, Andy, he coming, too.

Q. No. What should Dominic have been doing?

A. He sign a fellow.

Q. No. What should he have been doing? What was his work?

A. Running a crane. He supposed to run a crane. He didn't have no business on the back there, because he is working on the front, see? He don't have no business on the back there.

Q. Was he doing this in full view of his brother Andy? Could Andy have seen him doing it?

A. Sure, he was looking different place. I watch Andy, too. He didn't look at him. He was looking on the side there. He was on the other side of the platform there, see.

Mr. Kleeb: Cross examine. That is all.

[fol. 549] Cross-examination.

By Mr. Reed:

Q. Andy knows all those men pretty well and has known them for many years; hasn't he?

A. Yes, he does.

Q. A great many of them are Croatians and go to the same church and came from the same country and speak the same language; don't they?

A. Yes, they do.

Q. You have had some pretty heated arguments down there sometimes when Andy says what he thinks and shouts, haven't you?

A. Andy? Andy has arguments every day with somebody there.

Q. Sure.

A. He play the people for dumb.

Q. There aren't any of the men who would be afraid to vote for an outside union because of anything that Andy said?

A. What do you mean? Explain to me.

Q. There weren't any of those men in that department who were afraid of Andy or who would join the association because Andy told them to; was there?

A. That is plenty men like this there.

Q. Well, all those men in that department belong to the union mostly, don't they?

A. They was 46 people there, and that about 7 people belong to inside union.

Q. And all the rest?

A. And the rest to outside. They sign up on the both sides and they tell everyone they sign up because Andy was after them. That is why they sign up.

Q. And you don't think that he affected any of those men in that department when they came to vote in the election, do you?

A. What do you mean?

Q. They all voted however they wanted to in the election?

A. Sure. You are supposed to do that.

Q. And Andy didn't like any unions; did he? Andy didn't like the C. I. O. either, did he?

A. He didn't like C. I. O. He like inside union. He was talking about the inside union.

Q. He said the C. I. O. stinks too, did he?

A. He say C. I. O., sure, because he was against that.

Q. And it had nothing to do with that? That is an [fol. 550] A. F. of L. union over there, isn't it?

A. Because he don't know first time what that was.

Mr. Reed: That is all.

Mr. Kleebe: That is all.

(Witness excused.)

The Witness: I got some more to say, too.

Mr. Kleebe: Nick Belovitch.

NICK BELOVITCH, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Nick Belovitch?

A. Yes, ma'am.

Q. You live at 1039 Perealto Street?

A. That is right.

Q. North Side, Pittsburgh?

A. Yes, sir.

Q. You are now employed in the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long?

A. 14 years four months.

Q. Are you in the bean baking department?

A. Yes, ma'am.

Q. And Andy Vajentic is your boss?

A. Yes, ma'am.

Q. Mr. Belovitch, were you ever approached during working hours by any boss about joining the association? Did anybody approach you about that?

A. About I working in my place, boss come to me, say, "Nick, anybody say to you?" I say, "Yes, Frank Muska." He ask me why. I say, "I no want to sign my name for inside union." Boss say, "You want to?" I say, "No." "Why not?" "I no like it."

But Boss tell me, "Listen, that is going to be better, you sign that inside union, because we save Heinz' business. You know, you old man. The Heinz going to move factory." "What you going to do?" I say "Where are you going to move, in airplane?" Boss tell me, "You 100 per cent worse like anybody else." That is all.

Q. Andy Vajentic told you that?

A. Yes.

[fol. 551] Q. And about when did Andy say that?

A. Well, Andy say about I was worse like anybody.

Q. When was it?

A. About three weeks before the strike.

Mr. Kleeb: Cross examine.



Mr. Reed: No cross examination.

Mr. Kleeb: That is all.

(Witness excused.)

Mr. Kleeb: Matthew Ahel.

MATTHEW AHEL, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Kleeb:

Q. You are Matthew Ahel?

A. Yes.

Q. A-h-e-l?

A. Yes, sir.

Q. You lived at 500 Chestnut Street?

A. Yes, sir.

Q. North Side, Pittsburgh?

A. Yes.

Q. You are now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. About how long have you been employed there?

A. 12 years.

Q. You are in the bean baking department?

A. Yes, sir.

Q. That is in the bean building?

A. Yes, sir.

Q. Who is your foreman?

A. Mr. David White.

Q. Who?

A. David White.

Q. Were you working in this department the latter part of April of this year?

A. Yes, sir.

Q. Do you recall whether anything unusual happened in your department around that time?

A. Yes, I do.

Q. Will you state what happened?

A. One day, it is about 10 o'clock in the morning, a

[fol. 552] certain employee from another department came in our department and went to a certain girl by the name of Viola Gable.

Q. Gable?

A. Gable. So he was talking to her for about half an hour.

Q. Do you know this employee's name?

A. I think his name is Ubrey.

Q. Ubrey?

A. Yes.

Q. That is the employee- who came to Viola Gable?

A. Yes.

Q. Go ahead.

A. Then he was talking to her for half an hour and he walked away. See? And this girl, she went around to the other girls from one labelling machine to the other labelling machine, and she was talking to the girls about joining the Heinz Employees Association.

Q. How do you know that she was talking about that?

A. Because she told me at dinner time after we came back from dining room.

Q. Who told you that?

A. Viola.

Q. What did she tell you?

Mr. Reed: This is objected to. This is a long ways away. I suppose the inference is that it was done on company time, and if the witness was going to testify to that, that is one thing, but now he is going to say what somebody told him who was approached by some solicitor for the association.

Mr. Kleebe: If the Trial Examiner please, I would like to make this point. The witness has testified that this Viola Gable, that he observed her soliciting signatures among the girls at their machines. Now, he is going to relate what Gable told him she was doing.

Mr. Reed: Gable isn't connected with the management in any way.

Mr. Kleebe: Well, it certainly is similar to all the other departments, when the timekeepers, employees, in full view of the foremen went around on company time soliciting signatures. I think it is just as competent now for him to testify what she told him she was doing as it was competent prior hereto to have similar employees, similar

witnesses testify what similar employees have done with these papers.

[fol. 553] Trial Examiner Walsh: Is Gable going to be brought as a witness?

Mr. Kleeb: Sir?

Trial Examiner Walsh: Are either of these people going to be brought as witnesses?

Mr. Kleeb: Gable? No.

Mr. Reed: I assume, of course—I think that we went a long ways in the first place. I assume that the purpose of letting anybody say what anybody not connected with the management was doing was perhaps an inference that the management knew or approved or saw, but this is a different thing entirely. This is another conversation.

Mr. Kleeb: Why, I don't think so. Suppose my question isn't clear, and I will try to redraft my question.

Trial Examiner Walsh: I might say that the objection to this particular question will be sustained.

By Mr. Kleeb:

Q. Does Viola Gable work in the department where you work?

A. Yes, she was working.

Q. Did you observe her going to the various girls in the department with a paper?

A. I did.

Q. Was it during working papers?

A. Yes.

Q. Was it in full view of the bosses?

A. Yes.

Mr. Reed: That is slightly leading, Mr. Kleeb. Let the witness testify about it.

Mr. Kleeb: I don't know whether it was leading. He could answer whether it was in full view or whether it was not.

Mr. Reed: That is what a leading question does.

Mr. Kleeb: I don't think it is.

By Mr. Kleeb:

Q. Do you know what the paper was that Viola Gable had?

A. No, I didn't know that time.

Q. Did she ever tell you what it was?

A. She told me at dinner time.

Q. What did she tell you?

Mr. Reed: I make the same objection I made before. It is the same thing.

Trial Examiner Walsh: This is a direct conversation this witness had with Gable?

Mr. Kleeb: That's right.

[fol. 554] Trial Examiner Walsh: I think the objection will be sustained.

Q. You say this solicitation you observed was in full view of the boss. Is that a foreman or forelady?

A. Foreman and forelady.

Q. Who is the forelady?

A. Katie Griebel.

Q. Did Mr. Locke ever discuss unions with you?

A. He did next day, he came around our department and called department together.

Q. Called who together?

A. All departments, from other department.

Q. Where were they called together?

A. By the desk.

Q. Did he talk to this group?

A. He step up in the chair and was talking to everything.

Q. What did he say?

A. He was talking about everything; got union here and plant employees' association, and he say all girls that was sign yesterday, paper, the day before, they sign for the Heinz Employees Association, but these girls didn't know what they was signing until dinner time, so they destroyed that paper, so Mr. Locke, next day, he said all girls that signed this day, the first paper disappeared, he told them to go to the desk and sign their names again, so these girls went to the desk and signed their names.

Q. Did Mr. Locke discuss the association, what its ideas and purposes were, or anything of that sort?

A. No.

Q. Were you ever asked to sign for the association?

A. I never did.

Q. Following that meeting Mr. Locke had with the employees, did you ever again discuss unions with him?

A. He stopped over at my place and he asked me a lot of times what I am going to get from the union. He said,



why I do it, because I organize union, because me and couple fellows were organizing in that department.

Q. What did you say?

A. I didn't say nothing. He didn't give me a chance to. So one day he said I am going to be sorry by what I am doing; 10 years from now.

Mr. Kleeb: Cross examine.

[fol. 555] Cross-examination.

By Mr. Reed:

Q. When was this conversation that Locke told you you would be sorry?

A. Before the strike.

Q. And there was a good deal of trouble in that department, and Locke was trying to stop the fighting and somebody stole the association petitions?

A. That's what Locke say, but the girls say it disappeared.

Q. It disappeared, and there was some trouble, and he called the employees together to talk to them, didn't he?

A. Yes.

Q. And he read a statement to them, didn't he?

A. Yes.

Q. And in that statement he said they could belong to anything they wanted to?

A. Yes.

Q. But they couldn't steal each other's petitions? He said, "If you want to join the A. F. of L. I will protect you just the same as if you want to join the association"?

A. Yes, he told us if we want to join the butchers' union.

Q. He said, "Those girls that signed that paper yesterday, they can sign it again; they have a right to do it and I will protect you"?

A. Yes.

Q. He didn't say in favor of one or the other?

A. No.

Q. But he told them the right to organize didn't give them the right to steal other people's papers?

A. Yes, he did.

Q. There wasn't anything wrong about that?

A. There wasn't anything wrong but they was all scared because it was foreman, forelady, and him, so they went back again and signed it.

Q. He wasn't there when they signed it?

A. Yes, he was.

Q. He left immediately when he told them that, didn't he?

A. I don't think he did. I couldn't remember.

Q. He scolded them about stealing each other's petitions, and left, didn't he?

[fol. 556] A. I can't remember that.

Q. You don't say that he stayed there while anybody signed, did he?

A. I know he told them to go to the desk and sign.

Q. He said anybody whose name was on that paper yesterday that wants to sign it can sign it, didn't he?

A. Yes.

Q. But you don't say he was there when anybody signed that paper?

A. I couldn't say.

Q. You were active in the union from the start, weren't you?

A. Yes.

Q. And nobody ever tried to force you to join the association?

A. No, they never asked me.

Mr. Reed: That's all.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Reed: Before adjournment I would like to call on Mr. Kleeb to produce the affidavit filed with the Labor Board by John Maternick in corroboration of the cross-examination.

Mr. Kleeb: I would like to know for what reason and why any affidavit of anyone should be produced by me.

Mr. Reed: The witness, as I said, admitted certain statements in that affidavit. We have a right to have the affidavit produced to corroborate or contradict that. Now, it's unusual to subpoena the opposition party. I wouldn't think that would be necessary. I should think the Labor Board would produce an affidavit under those circumstances.

Mr. Kleeb: If the Trial Examiner please, I know Mr. Reed is referring to the additional testimony given by that witness. I will say for the record that this witness was

being questioned by me upon information I received by him, and when he used the word "affidavit" I am certain he meant information, because this witness told me the story, and I am frank to admit from my own trial brief I did have the information which he added additionally, and through my own inadvertence I failed to question him on it.

Mr. Reed: That's argument on it.

[fol. 557] Mr. Kleeb: I refuse to produce his affidavit, if I have one, and I am not saying whether I have one.

Mr. Reed: I call upon the Labor Board counsel to state whether or not he has an affidavit from John Maternick, and to produce it, and I say that if he does not do so I will petition the Labor Board unless the Examiner sees fit to rule on it himself, to require the production of that. This is a paper given to a Government agency. He can't suppress that.

Mr. Kleeb: I refuse every request of Mr. Reed unless ordered to comply by the Trial Examiner.

Mr. Reed: I make the request for such an instruction now.

Trial Examiner Walsh: Are you certain on this point, Mr. Kleeb?

Mr. Kleeb: I can't answer that right now. I will have to check with the original statements I have. I don't recall that this man gave me an affidavit. He gave me his story, but I can't recall whether he gave me a written affidavit.

Trial Examiner Walsh: I will reserve ruling until after adjournment.

Mr. Reed: Did you not have before you, when you were examining this witness, an affidavit or a copy of any affidavit of John Maternick?

Mr. Kleeb: I did not.

Trial Examiner Walsh: Adjournment until 1:30 p. m.

(Whereupon, at 12:30 o'clock p. m., a recess was taken until 1:30 p. m.)

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#### After Recess

(Whereupon the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner Walsh: The hearings will please come to order.

Mr. Reporter, will you make a note at the beginning of your record that in this interim the Examiner has spoken to both counsel for the Board and for the respondent and finds that the affidavit which was requested by the respondent's counsel just before our last adjournment does not exist. There is no affidavit. Consequently, no ruling need be made concerning the question that was posed at the end of the morning hearing, and that this is understood [fol. 558] by both counsel.

All right, Mr. Kleeb.

Mr. Kleeb: Tony Novagadiac.

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TONY NOVAGADIAC, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Kleeb:

Q. You- name is Tony Novagadiac?

A. Yes.

Q. That's N-o-v-a-g-a-d-i-a-c?

A. That's right.

Q. And you live at 1021 Vinial Street?

A. Right.

Q. North Side, Pittsburgh?

A. Right.

Q. And you are now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. That's right.

Q. About how long have you been an employee there?

A. Three years and nine months.

Q. What department?

A. Bean department.

Q. What part of the bean department?

A. Bean cleaning.

Q. Bean cleaning?

A. That's right.

Q. That's in the bean building?

A. Department.

Q. Is that department in the bean building?

A. Yes, sir.



Q. And who is your foreman?

A. It was John White before the strike.

Q. And who is it now?

A. Jim, it's hard to pronounce his last name.

Q. His first name is Jim?

A. Yes.

Q. Do you know what his last name is?

A. Yes, when I see it. I couldn't pronounce it.

Q. You can't pronounce it?

A. No.

[fol. 559] Q. But before the strike in May of this year the foreman was John White?

A. That's right.

Q. Did John White ever talk to you before the strike about the Heinz Employees Association?

A. Yes, he did.

Q. How long before the strike?

A. About three weeks before the strike.

Q. Where were you when he talked to you?

A. In the department.

Q. During working hours?

A. That's right.

Q. Please relate what John White said and what you said, at that time.

A. It was right after lunch hour, and John White come back in the department, and I was working, I wasn't having lunch or anything, I was working straight through. Then he stepped beside me and started talk about union and I repeat his word and asked him what union he mean and he told me, "Heinz Association."

Q. What did he say about the Heinz Association?

A. He was talking to me, he said it would be good advice for me to sign Heinz Association and further, he was talking more and more, and I told him, I said, "Mr. White," I says, "I wouldn't sign up nowhere; either in, either out." I says, "I am going to stand first to see what's going to be all about it"; and he was talking to me about it, how this company treats me, and this and that, and I brought it to the point in front of him, when I started to work for H. J. Heinz Company I had \$28 in two weeks, and I says, "What's results I had off of this \$28 in two weeks, to live on it?"

I says to him, I says, "I think this is the greatest things

in the world, what is coming, so people get remove on the labor move, so get at least better, decent living."

And he says to me, he says, "It would be better idea for you to join the Heinz Association; if inside union win," he says, maybe I find myself, I be out of job some day; and I didn't ask him a question at that because I was rushed and got to work, because I was talking to him and watching my job.

Q. About how long was he there talking with you?

A. Yes, I says between five, five, ten minutes, something like that.

Q. Did any other boss or official ever talk to you about [fol. 560] the association or about unions?

A. Well, Mr. Locke was coming, week before strike.

Q. You say Mr. Locke?

A. He was came after Mr. White, a week before the strike.

Q. And where were you when he——

A. I was working.

Q. What did Mr. Locke have to say?

A. Mr. Locke come and asked me, talked to me, what I am thinking about union, and this and that. Then I told him: Mr. Locke told me, he says, Mr. White told him I didn't belong to no way, yet, either in our out.

I says, "That's perfect,"

Q. Locke told you that White said that to him?

A. Yes. And I told him, "That's right, I no belong to no place."

And Mr. Locke says to me, he says, what I am thinking about the inside union?

I says, "I don't see either one of them, the inside or outside."

And Mr. Locke told me, he says, change my mind, I let him know the next day, or second day after. Well, that was about middle of the week, and next week we went on strike the first day of week, Monday night, so I didn't have any chance to give him answer on that.

Q. Were you ever asked by anyone to sign a paper for the association?

A. No.

Mr. Klebb: Cross examine.

Mr. Reed. No cross-examination.

(Witness excused.)

VICTOR LOUKANS, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Kleeb:

Q. You are Victor Loukans?

A. Yes, sir.

Q. L-o-u-k-a-n-s?

A. That's right.

Q. You live at 408 Armdale Street?

A. Armdale Street.

Q. Where is that? Pittsburgh, North Side?

[fol. 561] A. North Side.

Q. Are you now employed at the Pittsburgh plant of the H. J. Heinz Company?

A. Yes, sir.

Q. How long have you been an employee there, approximately?

A. About 18 years.

Q. What department do you work in?

A. I was working, until lately, in the bean-packing.

Q. Sir?

A. Until about two weeks ago, was working in bean-packing.

Q. Bean-packing?

A. Yes, sir.

Q. Is that in the bean building?

A. Bean building.

Q. Were you in the bean-packing department at the time of the strike?

A. Yes, sir.

Q. Who is your foreman?

A. Dave White.

Q. Is there a forelady in that department?

A. Yes.

Q. What's her name?

A. Kate Griebel.

Q. Do you know how to spell her last name?

A. No.

Q. Do you recall anything unusual happening in the early part of May in this year, in your department?

A. Yes.

Q. Will you state what happened, please?

A. Some fellow come around in our department with a sheet of paper and asked one girl to go around and try to get—sign up all the girls and everybody.

Q. Who was that?

A. I don't know his name.

Q. Were you approached?

A. No.

Q. Anybody ask you to sign?

Q. Dave White asked me to sign.

Q. What did he say?

A. He said, "How about your signing?"

Q. What did you say?

A. I said, "No."

Q. Did you ever sign?

A. No.

[fol. 562] Q. Did Dave White have the paper with him when he asked you to sign?

A. No.

Q. Did any other official ever discuss the association with you or with any employees in your presence?

A. No.

Mr. Kleeb: Cross examine.

Mr. Reed: No cross examination.

Mr. Kleeb: That's all.

The witness: I had some more, yet; that wasn't all.

By Mr. Kleeb:

Q. What is you had?

A. A fellow come around with a sheet of paper to get a girl to get them to sign up.

Q. Did he come to you?

A. No, to a girl in our department.

Q. How do you know he came to the girls in your department?

A. I seen him.

Q. Did you see the paper?

A. Yes.

Q. Did you read the paper?

A. I had a glance of it. It said something about employees' association.



Q. I show you Board's exhibit 7 (handing to witness). Is that like the paper you saw?

A. Something like that.

Q. Was it a paper somewhat like that in size?

A. Yes, that size.

Q. Did you know who the fellow was that was going around with the paper?

A. I don't know his name. He is foreman in a different department. He asked girl to go around in our department to get names signed up.

Q. Did anything else happen?

A. And a girl went around and nobody would sign up.

Q. How do you know that?

A. Well, she didn't have nobody on that sheet of paper.

Q. Then what happened?

A. Then the forelady got in on that, and she started going around the girls and talking to them, and almost threaten their jobs if they don't sign up.

Q. How do you know that?

A. I heard it.

[fol. 563] Mr. Reed: I move to strike that answer out.

By Mr. Kleeb:

Q. You heard what?

A. The forelady threaten—

Mr. Bostwick: Just a moment.

Trial Examiner Walsh: Let's get the answer on this.

By Mr. Kleeb:

Q. I asked you how you knew the forelady threatened anyone?

A. I heard her.

Q. You heard her yourself?

A. Yes.

Q. Is that this Kate Griebel?

Trial Examiner Walsh: Ask him what he heard her say.

By Mr. Kleeb:

Q. What did you hear the forelady say, that you say she threatened the employees if they didn't sign?

A. She said if they don't sign up they might find themselves on the street. They ought to know where they are getting their bread and butter.

Q. Anything else happen?

A. And a few days after that Mr. Locke called a meeting in the department and read off a long letter and just before that the girls signed up when the forelady scared them in; they signed up and somebody explained to them what it was, and they destroyed that paper.

After they destroyed that paper Mr. Locke called a meeting in the department.

Q. Were you at that meeting?

A. Yes.

Q. Will you state as best you can recollect what Mr. Locke said?

A. He said something that there would be no discrimination what they signed and which side they sign, but he said anyone had signed up he wanted them to resign. He left a girl with a sheet of paper, and he wanted them to resign.

Q. Anything else happen that you can remember? Did the girls sign?

A. Yes, they kept them waiting for couple of minutes there, and they give them bad looks, and they all signed up.

Q. In the room, there?

A. Yes, right at the desk.

Q. While they were all together?

A. Yes. They had about three or four foremans around them.

[fol. 564] Q. Who was around them?

A. Locke, White, and the forelady, and an inspector—What's his name?—Nagel.

Mr. Bostwick: What was that?

Mr. Kleeb: I will tell you what it was.

Off the record please.

Trial Examiner Walsh: Off the record.

(Mr Kleeb gave a brief summary of the last few questions and answers.)

By Mr. Kleeb:

Q. Did anything else occur?

A. Yes, I got taken off my job.

Q. When?

A. About three weeks ago, four weeks ago.

Q. Why?

A. I don't know; no reason.

Q. No reason given?

A. No.

Q. What job were you put on?

A. Put me out different departments. I work on the bean-ery payroll but different department.

Q. Same pay?

A. Same pay, yes.

Q. Same kind of work, or—

A. No, it's heavier work; more muscle than brains.

Q. The new job you have requires more muscle work?

A. Yes, more muscle than—

Q. Than the other job?

A. Than the other job.

Mr. Kleeb: Cross examine.

Cross examination.

By Mr. Reed:

Q. This new job that you have pays you just the same money?

A. Yes.

Q. Over 70 cents an hour, isn't it?

A. Yes.

Q. And you know that the man whose place you took there had an injured hand and he couldn't do the work, don't you?

A. That was another job, not that. I had this for a couple weeks and he is back on his job now, but shoved me out in different department altogether. It's in the shipping department—you work on bean-packing payroll but you work in different department.

[fol. 565] Q. Don't you think the company have a right to shift the men around where they need them?

A. Maybe they have. I don't see why they should shift me out there in different department.

Q. You didn't make any complaint when they shifted you, did you?

A. I have.

Q. Did you?

A. Yes.

Q. To whom?

A. To the grievance committee.

Q. To the grievance committee of the union?

A. Yes.

Q. But you didn't tell the foreman or anybody who changed you that you had any complaint?

A. No.

Q. You are very active in the union, aren't you?

A. Oh, part of the time.

Q. Now, this meeting that Locke had, you know that there was a claim that this paper had been stolen, don't you?

A. No, it wasn't stolen.

Q. I didn't ask you that. That's what they claimed, it had been stolen?

A. Yes, they claimed.

Q. And then Locke told them they hadn't any right to steal any papers?

A. They just destroyed when they found out what that is.

Q. You know that a lot of people thought it was stolen.

A. He thought a lot of things, I know that.

Q. What's that.

A. He thinks a lot of things.

Q. Locke thinks a lot of things?

A. Yes.

Q. We are not talking about what he thinks. You know a lot of people at that time though that paper had been stolen didn't they?

A. It was destroyed by girls, it wasn't stolen.

Q. Now you can answer my question. Didn't they claim it was stolen?

A. I don't know what they claimed, but they destroyed it.

Q. How do you know it was destroyed?

A. I seen them.

[fol. 566] Q. Who destroyed it?

Mr. Kleebe: I object.

Trial Examiner Walsh: Objection sustained.

Mr. Kleebe: I object to the witness answering who destroyed it; it is immaterial.

Trial Examiner Walsh: Sustained.

Mr. Reed: I don't think it's immaterial. This is the question of the speech that was supposed to have been made by the foreman about a paper that was lost or destroyed. The witness brought the matter up himself. Is he not permitted to say who destroyed it? He says he knows who destroyed it.



Mr. Kleeb: He said he saw it destroyed.

Mr. Reed: I don't know how anybody is going to meet the testimony unless he says who destroyed it.

By Trial Examiner Walsh:

Q. Do you know who destroyed it?

A. Some of the girls—

Q. Do you understand what I am asking you? Do you know who destroyed it?

A. One of them girls.

Q. Do you know who it was?

A. I don't know her name.

By Mr. Reed:

Q. Did you say at the meeting that you had seen the paper destroyed?

A. That was before the meeting, destroyed.

Q. You were at the meeting where they were talking about this paper?

A. Yes.

Q. Did you say at the meeting it was destroyed?

A. No, I didn't say at the meeting it was destroyed.

Q. You never told them there it was destroyed?

A. No.

Q. Were you a party to destroying it?

A. No.

Q. Did you tell them you destroyed it?

A. No.

Q. You were working actively for the union then, weren't you?

A. Yes, I were.

Q. And you know that Locke told them at this meeting they could belong to the A. F. of L. or association or anything else if they wanted to?

A. Yes, he said, but if you seen his face, he didn't mean [fol. 567] that.

Q. He didn't mean it?

A. Yes.

Q. That's what you meant by the looks he gave them. Is that what you meant when you said, after some looks?

A. Certainly.

Q. That's what you meant?

A. Yes.

Q. You could tell by his face he didn't mean it?

A. He didn't mean a thing what he read it off.

Q. Why do you say that? Have you any grievance against Mr. Locke?

A. No.

Q. You haven't had any trouble with him?

A. Only thing he took me off my job and try and shove me every place.

Q. You are not very friendly to him, then?

A. I have nothing to be friendly. I do my work any place I go.

Mr. Reed: That's all.

Mr. Kleeb: That's all.

(Witness excused.)

Mr. Kleeb: Maurice Shindler.

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MAURICE SHINDLER, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination:

By Mr. Kleeb:

Q. You are Maurice Shindler?

A. Yes, sir.

Q. You live at 228 Green Street, Wilkinsburg?

A. Correct.

Q. At the time of the strike at the Pittsburgh Plant of the H. J. Heinz Company May 24th of this year, were you employed at that plant?

A. I was.

Q. In what department were you employed?

A. In the experimental engineering department.

Q. What was the nature of your work? What kind of work did you do?

A. Machine designing.

[fol. 568] I have a hesitation in speech, so if I am slow, you will understand.

Q. Very well. Are you a draftsman?

A. I am.

Q. Do you recall anything unusual happening at work on or about May 20th of this year? Do you? "Yes or no".

A. Yes. On the evening of May 20th, a Thursday, I worked overtime, seated myself at a table in the cafeteria. A few minutes later Mr. Hayes, assistant to Mr. Heinrich, sat down beside me, greeted me. A few moments after that four foremen sat down, and only two I can identify by name were Palivoda and Skerdich.

Q. Do you know how to spell Palivoda?

A. I have never seen the name spelled. I have heard others address him by that name, so I wouldn't venture to spell it.

Q. Do you know his first name?

A. I don't.

Q. You knew he was a foreman?

A. In my work I often had to go up in his department.

Q. What department?

A. The sweet pickle department.

Q. Did Mr. Skerdich—Do you know how to spell Mr. Skerdich's name?

A. The same holds true there. It is a name that is difficult to spell. I had contact with him several times. I happened to be designing some machinery for a new mill in Holland, Michigan, and it happened to be in his line, and I came in contact with him often asking for information on certain phases of the operations there.

Q. And what department is he foreman of?

A. Of the pickle department.

Q. How did you know others at the table were foremen although you didn't know their names?

A. I saw them in the shop having the uniform of a foreman. They didn't seem to be doing any manual labor, merely walking around, so I couldn't identify them other than to say I saw them in that capacity.

Q. Well, are the ordinary workmen in the factory allowed to eat at this place where you were eating?

A. No.

Q. Who were permitted to eat evenings at this particular place?

[fol. 569] A. Only foremen and the main office employees.

Q. About how many were seated at this table?

A. Five besides myself.

Q. Now, will you please relate what occurred at the table, what the conversation was, what you heard?

A. After being seated and greetings exchanged, Hayes said to Palivoda, "How did you make out?" Palivoda began to enumerate that he spoke to a certain girl, and she informed him that she had signed up with the outside union, wouldn't have anything to do with the inside union. He talked to her. He said the best he could. And he said, "Hayes, do you remember how she came and begged for a job, and the father also implores us to put her on, and now she shows her gratitude by joining the outside union." And the whole tone of the conversation was that Mary this or Molly this, "I saw her. She has joined the outside union. I have talked to her. I did the best I could. I couldn't do anything. Others I have neutralized. Others have paid their initiation fee."

And during the course of the conversation he mentioned that he had seen all of the 26 names on the list that Hayes gave him and had talked to them. The whole picture as I could see it at the time was that Hayes had given him a list and he was to do everything he could to see that they joined the inside union, and that he had done the best he could, and they seemed to have discussed most of these cases at a previous gathering or meeting because practically all through the conversation first names were used with a few exceptions.

Q. The first names of whom?

A. Of the girls.

Q. Did the other foremen at the table also report to Mr. Hayes?

A. Yes. Mr. Skerdich also reported in the same vein.

Q. Did you overhear the other men talking to Hayes along the same lines about their department after these other men spoke about some ingratiitudes that some of the men have shown, but it wasn't on such a pretentious scale as Skerdich and Palivoda.

Q. Was that conversation had throughout the meal?

A. Yes, that is, I didn't stay for the entire conversation. I had been there before they started, and I was pretty well finished before the conversation broke up, so I left.

[fol. 570] Q. Do you know Mr. Hargraves who works at the plant?

A. Yes.



Q. What job does he hold, if you know?

A. I understand he is the director of the company.

Q. Did you ever hear him or discuss with him or overhear him discuss the American Federation of Labor or the inside association, Heinz Employees Association?

A. I heard the following conversation. I want to point out that Mr. Hargraves speaks in a very loud voice, and this morning it seemed he was exceptionally loud at times. He approached one of the stenographers in the office and asked her to act as the—to take the minutes of a meeting of the company union, and pointing out that they need somebody. And she said that she didn't care to mix herself up in any troubles. "Oh," he said, "there isn't anything to be mixed up about." He said, "You don't have to be a member of the inside union. All it is is simply a meeting to talk over the question of the outside and inside union, and I would urge you to take it." Finally, after a number of minutes she said she absolutely wouldn't do it, and he began pointing out that this inside union, he has absolute proof it has been organized by Croatian Communists and that they are getting their orders from Moscow, and he hopes that she would not do anything to aid such a group. And she told him she isn't aiding anybody. And after a lengthy coaxing he left.

The following morning he met her as she was entering the time office building to punch in and he asked her if she still didn't want to serve at this meeting, and she said no. So he said, "That is all right. I found somebody else for the job."

Q. Which organization did he say was getting aid from Moscow?

A. The outside union.

Q. Did this conversation which you overheard occur before this dinner that the foremen spoke at, this luncheon, or dinner table, or after?

A. That was before.

Q. Do you recall approximately how long before?

A. It was either two or three days before the first company union meeting at Carnegie Hall.

Mr. Kleeb: Cross-examine.

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